

| | | | |
|---------------------------------|--|-------------------------------|-------------------------------|
| <i>SERFF Tracking Number:</i> | <i>AMGN-126967747</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>American General Life Insurance Company of Delaware</i> | <i>State Tracking Number:</i> | <i>47903</i> |
| <i>Company Tracking Number:</i> | | | |
| <i>TOI:</i> | <i>H21 Health - Other</i> | <i>Sub-TOI:</i> | <i>H21.000 Health - Other</i> |
| <i>Product Name:</i> | <i>Group Health</i> | | |
| <i>Project Name/Number:</i> | <i>Sutherland Filings/</i> | | |

Filing at a Glance

Company: American General Life Insurance Company of Delaware

Product Name: Group Health

SERFF Tr Num: AMGN-126967747 State: Arkansas

TOI: H21 Health - Other

SERFF Status: Closed-

State Tr Num: 47903

Disapproved

Sub-TOI: H21.000 Health - Other

Co Tr Num:

State Status: Disapproved-Closed

Filing Type: Form

Reviewer(s): Rosalind Minor

Author: Maggie Sheehan

Disposition Date: 07/15/2011

Date Submitted: 02/04/2011

Disposition Status: Disapproved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Sutherland Filings

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Group Market Type: Association

Overall Rate Impact:

Filing Status Changed: 07/15/2011

State Status Changed: 07/15/2011

Deemer Date:

Created By: Maggie Sheehan

Submitted By: Maggie Sheehan

Corresponding Filing Tracking Number:

PPACA: Not PPACA-Related

PPACA Notes: null

Filing Description:

American General Life Insurance Company of Delaware requests approval to issue its previously approved Group Accident [and Sickness] product(N20000 series), and its previously approved Critical Illness product (GCI50001 series) to the Universal Trucking Benefits Association, Inc, and The Universal Retail & Wholesale Association.

The Universal Trucking Benefits Association, Inc. is a true, association group situated in Illinois. This group policy will cover members of the Universal Trucking Benefits Association, Inc. who are residents of your state. A copy of Articles of Incorporation and Bylaws are enclosed.

| | | | |
|--------------------------|--|------------------------|------------------------|
| SERFF Tracking Number: | AMGN-126967747 | State: | Arkansas |
| Filing Company: | American General Life Insurance Company of Delaware | State Tracking Number: | 47903 |
| Company Tracking Number: | | | |
| TOI: | H21 Health - Other | Sub-TOI: | H21.000 Health - Other |
| Product Name: | Group Health | | |
| Project Name/Number: | Sutherland Filings/ | | |

The Universal Retail & Wholesale Association, is a true association group situated in Illinois. This group policy will cover members of the Universal Retail & Wholesale Association, who are residents of your state. A copy of the Bylaws are enclosed.

The Limited Health Care product affords accident and sickness indemnity coverage. The Critical Illness product affords coverage for covered critical illnesses and cancer expenses. These insurances may be made available to eligible dependents of the Insured. Coverage is independent of and supplemental to any other health insurance. Benefits are payable regardless of whether benefits are payable under any other insurance policy.

The Group Accident and Sickness (Limited Health Care) product, was approved in your state on August 25, 2005. In addition, the Critical Illness product was approved in your state on September 9, 2005. Please note, the Group Accident and Sickness (Limited Health Care) product, was approved in the situs state of Illinois on August 15, 2005, and the Critical Illness product was approved on November 22, 2005, in Illinois.

Company and Contact

Filing Contact Information

| | |
|-------------------------|---------------------------|
| Maggie Sheehan, Analyst | maggie.sheehan@aglife.com |
| 3600 Route 66 | 732-922-7688 [Phone] |
| Neptune, NJ 07754 | 732-922-5593 [FAX] |

Filing Company Information

| | | |
|--|-------------------------|-----------------------------|
| American General Life Insurance Company of Delaware | CoCode: 66842 | State of Domicile: Delaware |
| 600 King Street | Group Code: 12 | Company Type: |
| Wilmington, DE 19801 | Group Name: | State ID Number: |
| (713) 831-3508 ext. [Phone] | FEIN Number: 25-1118523 | |

Filing Fees

| | |
|------------------|---|
| Fee Required? | Yes |
| Fee Amount: | \$100.00 |
| Retaliatory? | No |
| Fee Explanation: | \$50 per form and this filing contains two forms. |

SERFF Tracking Number: *AMGN-126967747* *State:* *Arkansas*
Filing Company: *American General Life Insurance Company of* *State Tracking Number:* *47903*
 Delaware
Company Tracking Number:
TOI: *H21 Health - Other* *Sub-TOI:* *H21.000 Health - Other*
Product Name: *Group Health*
Project Name/Number: *Sutherland Filings/*
Per Company: **No**

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|--|----------|----------------|---------------|
| American General Life Insurance Company of Delaware | \$100.00 | 02/04/2011 | 44408573 |

SERFF Tracking Number: AMGN-126967747 State: Arkansas
 Filing Company: American General Life Insurance Company of Delaware State Tracking Number: 47903
 Company Tracking Number:
 TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
 Product Name: Group Health
 Project Name/Number: Sutherland Filings/

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-------------|----------------|------------|----------------|
| Disapproved | Rosalind Minor | 07/15/2011 | 07/15/2011 |

Objection Letters and Response Letters

| Objection Letters | | | | Response Letters | | |
|-------------------|------------|------------|----------------|------------------|------------|----------------|
| Status | Created By | Created On | Date Submitted | Responded By | Created On | Date Submitted |

| | | | |
|---------|----------------|------------|------------|
| Pending | Rosalind Minor | 04/01/2011 | 04/01/2011 |
|---------|----------------|------------|------------|

Industry

Response

Filing Notes

| Subject | Note Type | Created By | Created On | Date Submitted |
|--|------------------|----------------|------------|----------------|
| Status of Information on Association | Note To Filer | Rosalind Minor | 05/13/2011 | 05/13/2011 |
| Note to Reviewer and Objection Notice | Note To Reviewer | Maggie Sheehan | 04/01/2011 | 04/01/2011 |
| Additional Information on Associations | Note To Filer | Rosalind Minor | 02/16/2011 | 02/16/2011 |

SERFF Tracking Number: AMGN-126967747

State: *Arkansas*

Filing Company: American General Life Insurance Company of State Tracking Number: 47903
Delaware

Company Tracking Number:

TOI: *H21 Health - Other*

Sub-TOI: *H21.000 Health - Other*

Product Name: Group Health

Project Name/Number: *Sutherland Filings/*

Disposition

Disposition Date: 07/15/2011

Implementation Date:

Status: Disapproved

HHS Status: HHS Denied

State Review: Reviewed-No Actuary

Comment:

As outlined in my Note to Filer on 5/13/11, this submission is being disapproved since we have not received a response to our Objection Letter.

Rate data does NOT apply to filing.

SERFF Tracking Number: AMGN-126967747 State: Arkansas

Filing Company: American General Life Insurance Company of Delaware State Tracking Number: 47903

Company Tracking Number:

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Group Health

Project Name/Number: Sutherland Filings/

| Schedule | Schedule Item | Schedule Item Status | Public Access |
|---------------------|---|----------------------|---------------|
| Supporting Document | Flesch Certification | Disapproved | Yes |
| Supporting Document | Application | Disapproved | Yes |
| Supporting Document | Health - Actuarial Justification | Disapproved | Yes |
| Supporting Document | Outline of Coverage | Disapproved | Yes |
| Supporting Document | PPACA Uniform Compliance Summary | Disapproved | Yes |
| Supporting Document | UTBA Bylaws and Articles of Incorporation | Disapproved | Yes |
| Supporting Document | NRWA Bylaws | Disapproved | Yes |
| Form | Group Accident [and Sickness] Indemnity Insurance Certificate | Disapproved | Yes |
| Form | Group Critical Illness Certificate | Disapproved | Yes |

SERFF Tracking Number: AMGN-126967747 State: Arkansas
Filing Company: American General Life Insurance Company of Delaware State Tracking Number: 47903
Company Tracking Number:
TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
Product Name: Group Health
Project Name/Number: Sutherland Filings/

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 04/01/2011
Submitted Date 04/01/2011

Respond By Date

Dear Maggie Sheehan,

This will acknowledge receipt of the captioned filing.

Objection 1

- Group Accident [and Sickness] Indemnity Insurance Certificate, N20001-IL (Form)
- Group Critical Illness Certificate, GCI50002-IL-0605 (Form)

Comment:

This is a reminder that I have not received a response to my Note to Filer of 2/16/11.

If a response is not received by 4/11/11, the filing will be disapproved.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

SERFF Tracking Number: AMGN-126967747

State: *Arkansas*

Filing Company: American General Life Insurance Company of State Tracking Number: 47903
Delaware

State Tracking Number: 47903

Company Tracking Number:

TOI: *H21 Health - Other*

Sub-TOI: *H21.000 Health - Other*

Product Name: Group Health

Project Name/Number: *Sutherland Filings/*

Note To Filer

Created By:

Rosalind Minor on 05/13/2011 12:28 PM

Last Edited By:

Rosalind Minor

Submitted On:

07/15/2011 09:46 AM

Subject:

Status of Information on Association

Comments:

As of this date, we have not received a response with respect to the Association. If the information is not received by June 3, 2011, the filing will be disapproved.

State: Arkansas

SERFF Tracking Number: AMGN-126967747

State: *Arkansas*

Filing Company: American General Life Insurance Company of
Delaware

State Tracking Number: 47903

Company Tracking Number:

TOI: *H21 Health - Other*

Sub-TOI: *H21.000 Health - Other*

Product Name: Group Health

Project Name/Number: *Sutherland Filings/*

Note To Filer

Created By:

Rosalind Minor on 02/16/2011 10:25 AM

Last Edited By:

Rosalind Minor

Submitted On:

07/15/2011 09:46 AM

Subject:

Additional Information on Associations

Comments:

Before final review is given to this submission, please advise as to whether or not the associations comply with ACA 23-86-106(2)(A).

It is also requested that you answer the questions outlined in the attached questionnaire.

Thank you for your cooperation in this matter.

We have received your filing regarding the above named association/discretionary group. To determine if this organization is a qualified group under our statutes, please provide the answers to the following questions:

1. Name and address of the group.
2. Is this group incorporated? If so, give state of incorporation.
3. Is there a current office in Arkansas?
4. Does the Arkansas part of the organization have any officers, committees, or chapters? If so, give details.
5. Are annual dues charged? If so, specify amount.
6. What are the specific activities of the organization?
7. What benefits are provided to the members in addition to insurance?
PLEASE ATTACH BROCHURES ON THE BENEFITS.
8. What qualifies an individual for membership?
9. How are members recruited? If by mailing list, advise the source of this list.
10. Attach a copy of the organization by-laws.
11. Also, enclose a list of dues paying members residing in Arkansas with full addresses. If the organization considers this privileged information, we will treat it as such and once it has served our purpose, it will be destroyed.
12. Please attach a copy of the organization's most recent financial statement.
13. Does the organization receive any compensation of any kind from the insurer issuing contracts to its members?

Approval of the organization as a qualified group for insurance purposes will be determined upon receipt of your reply.

SERFF Tracking Number: AMGN-126967747 State: Arkansas

Filing Company: American General Life Insurance Company of Delaware State Tracking Number: 47903

Company Tracking Number:

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Group Health

Project Name/Number: Sutherland Filings/

Form Schedule

Lead Form Number:

| Schedule Item | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|----------------------------|------------------|-------------|---|--------|----------------------------------|-------------|----------------------|
| Disapprove d 07/15/2011 | N20001-IL | Certificate | Group Accident [and Sickness] Indemnity Insurance Certificate | Other | Other Explanation: Informational | | N20001-IL.pdf |
| Disapprove d 07/15/2011 | GCI50002-IL-0605 | Certificate | Group Critical Illness Certificate | Other | Other Explanation: Informational | | GCI50002-IL-0605.pdf |

GROUP ACCIDENT AND SICKNESS INSURANCE CERTIFICATE

Underwritten by:

AMERICAN GENERAL LIFE INSURANCE COMPANY OF DELAWARE (AG Life does not do business in New York)

Executive Offices: 405 King Street, Wilmington, Delaware 19899-9853 (302) 594-2000

(Herein called the Company)

Policyholder: [ABC Incorporated]

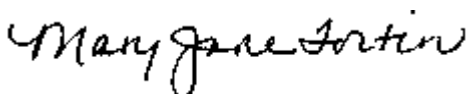
Policy Number: [XXXXXX]

ABOUT THIS CERTIFICATE. This certificate describes accident [and Sickness] insurance the Company provides to Insured Persons under the Group Policy (herein called the Policy) issued to the Policyholder.

[RIGHT TO EXAMINE CERTIFICATE.] The certificate of insurance issued to each Insured can be returned for any reason within 30 days after it is received by the Insured. The certificate should be returned by mail or in person to the Company. Any premium paid will be refunded and the certificate will be treated as if it were never issued.]

[NOTE: This certificate contains a [0 - 30-day] Waiting Period for Sickness coverage. If an Insured Person incurs expenses in connection with Sickness before the Insured Person's coverage has been in force [0 - 30 days] from the Effective Date of Coverage shown in the Schedule, no benefits are payable in connection with that Sickness. In that event, an Insured may elect to void his or her coverage under the Policy from its beginning and receive a full refund of premium.]

The President and Secretary of American General Life Insurance Company of Delaware witness this Certificate:



President – AIG Life Insurance
Company



Secretary

PLEASE READ THIS CERTIFICATE CAREFULLY.
Non-Participating

[THIS CERTIFICATE DESCRIBES ACCIDENT ONLY COVERAGE. NO COVERAGE IS PROVIDED FOR SICKNESS OR DISEASE.]

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| Insured's Effective and Termination Dates | X |
| [Insured Dependent's Effective and Termination Dates | X] |
| Premium | X |
| Benefits and Coverages | X |
| Exclusions..... | X |
| Claims Provisions | X |
| General Provisions | X |

[SCHEDULE

| | |
|------------------------------------|---|
| Classification of Eligible Persons | [All active, full-time employees of the Policyholder] |
| [Insured | John Doe] |
| Effective Date of Coverage | [January 1, 2006] |
| Type of Coverage | [Insured and Family] |
| Premium | [\$_____] |
| Premium Mode | [Monthly] |
| [Covered Activity(ies) | _____ |
| | _____ |
| | _____] |

SCHEDULE OF BENEFITS

[LIFETIME MAXIMUM BENEFIT

Per Insured Person [\$25,000 – 1,000,000]

[HEALTH SCREENING BENEFIT . . .

Per Test Amount [\$50 – 500]

Test Frequency Maximum [Up to 6 per calendar year]

[ROUTINE WELL CHILD BENEFIT . . .

Per Physician's Visit..... [\$25 – 100]

Maximum Number of Visits [Up to 6 per calendar year]

[HOSPITAL BENEFITS . . .

[Hospital Admission Benefit [\$50 – 1,000]

Hospital Confinement Benefit

Elimination Period

[Sickness..... [0 – 7 days]

Injury [0 – 7 days]

Daily Hospital Confinement Benefit

For the first 30 days of confinement..... [\$50 – 1,000]

[For days of confinement after 30 [\$50 – 1,000]

Maximum Hospital Confinement Benefit Period [30 – 365 days]

[Intensive Care Unit Benefit

Daily Intensive Care Unit Benefit [\$50 – 1,000]

Maximum Intensive Care Unit Benefit Period 30 days]

[SURGICAL/ANESTHESIA BENEFITS . . .

Surgical Benefit [25% - 100%] of the amount shown in the Schedule of Operations

Anesthesia Benefit..... [10% – 50%] of the amount shown in the Schedule of Operations]

[EMERGENCY ROOM ACCIDENT TREATMENT BENEFIT . . .

Per Accident Benefit [\$25 - 500]

Maximum Number of Visits [Up to 4 per calendar year]

[AMBULANCE BENEFIT . . .

[Ground Ambulance [\$50 – 500]

[Air Ambulance..... [\$500 – 2,000]

Maximum Number of Trips..... [2 – 6 per calendar year]

[TRANSPORTATION BENEFIT . . .

By Private Automobile..... [\$.50 per mile] for round-trip distance
up to a maximum of [\$100 – 500]
By Aircraft [\$100 – 1,000]
By Bus..... [\$100 – 500]
By Rail..... [\$100 – 500]
Maximum Transportation Benefit[Up to 6 round trips per year][\$500 - 3,000 per calendar year]]

[LODGING BENEFIT . . .

Daily Benefit..... [\$25 – 200]
Maximum Number of Days..... [2 – 30 per occurrence]]
Calendar Year Maximum Benefit \$3,000]

[PHYSICIAN'S OFFICE VISIT BENEFIT . . .

Benefit..... [\$25 – 250 per visit]
Maximum Number of Visits
One Insured Person [Up to 3 per calendar year]
[All Insured Persons in a Family [Up to 6 per calendar year]]]

[CONTINUOUS CARE BENEFIT . . .

Daily Benefit..... [\$25 – 500]
Maximum Continuous Care Benefit Period..... the lesser of (a) [30 - 60 days, 3 – 24 months]
or (b) the length of the preceding Period of
Confinement in a Hospital]

[OUTPATIENT PRESCRIPTION DRUG BENEFIT . . .

Per-Prescription Benefit..... [\$5 – 40]
Maximum Number of Prescriptions (including refills) [Up to 5 per calendar year]]

[BLOOD/PLASMA/PLATELETS BENEFIT . . .

Benefit..... [\$50 – 250 per accident]]

[PROSTHESIS BENEFIT . . .

Benefit..... [\$250 – 1,000 per accident]]

[AMBULATORY SURGICAL CENTER BENEFIT . . .

Benefit..... [\$50 – 500 per visit]]

[ACCIDENTAL DEATH BENEFIT

Benefit..... [\$1,000 – 250,000]

[Note: The Accidental Death Benefit for an Insured Spouse will be [10% - 50%] of the Insured's Benefit.
[The Accidental Death Benefit for an Insured Dependent Child will be [10% - 25%] of the Insured's
Benefit.]]]

[COMMON CARRIER BENEFIT . . .

Benefit..... [\$1,000 – 25,000]]

[ACCIDENTAL DISMEMBERMENT BENEFITS . . .For Loss ofDismemberment Benefit

| | |
|--|---------------------|
| Both Hands or Both Feet | [\$1,000 - 250,000] |
| Sight of Both Eyes | [\$1,000 - 250,000] |
| One Hand and One Foot..... | [\$1,000 - 250,000] |
| One Hand and the Sight of One Eye | [\$1,000 - 250,000] |
| One Hand or One Foot | [\$500 – 125,000] |
| Speech and Hearing in Both Ears..... | [\$1,000 - 250,000] |
| Hearing in One Ear | [\$250 – 62,500] |
| Thumb and Index Finger of Same Hand..... | [\$250 – 62,500] |
| One or more Fingers or Toes..... | [\$100 – 2,500] |
| Sight of One Eye..... | [\$500 – 125,000] |

[Note: The Accidental Dismemberment Benefit for an Insured Spouse will be [10% - 50%] of the Insured's Benefit. [The Accidental Dismemberment Benefit for an Insured Dependent Child will be [10% - 25%] of the Insured's Benefit.]]]

[PARALYSIS BENEFIT . . .**Type of Paralysis****Benefit Amount**

| | |
|-------------------|------------------|
| Quadriplegia..... | [\$500 - 10,000] |
| Paraplegia..... | [\$250 - 5,000] |
| Hemiplegia | [\$250 - 5,000] |
| Uniplegia | [\$125 - 2,500]] |

[Note: The Paralysis Benefit Amount for an Insured Spouse will be [10% - 50%] of the Insured's Benefit. [The Paralysis Benefit for an Insured Dependent Child will be [10% - 25%] of the Insured's Benefit Amount.]]]

[COMA BENEFIT . . .

| | |
|--------------|---------------------|
| Benefit..... | [\$1,000 – 25,000]] |
|--------------|---------------------|

[SICKNESS AND]NON- OCCUPATIONAL ACCIDENT DISABILITY INCOME BENEFIT . . .

Weekly Income Benefit

| | |
|----------------|------------------|
| [Sickness..... | [\$250 – 1,000]] |
|----------------|------------------|

| | |
|--------------------------------|-----------------|
| Non-Occupational Accident..... | [\$250 – 1,000] |
|--------------------------------|-----------------|

Elimination Period

| | |
|----------------|----------------|
| [Sickness..... | [0 – 30 days]] |
|----------------|----------------|

| | |
|--------------------------------|---------------|
| Non-Occupational Accident..... | [0 – 30 days] |
|--------------------------------|---------------|

| | |
|------------------------|-----------------|
| Benefit Duration | [9 – 26 weeks]] |
|------------------------|-----------------|

[SEVERE BURN BENEFITS . . .

| | |
|--------------|-------------------|
| Benefit..... | [\$500 – 125,000] |
|--------------|-------------------|

DISLOCATIONS AND FRACTURES BENEFITS . . .**Dislocation Benefits****Benefit Amount**

| | |
|---|-------------------|
| Hip (left or right side), Knee (left or right side), Wrist (left or right side) | |
| Elbow (left or right side), Ankle (left or right side) | |
| Shoulder blade (left or right side), Collarbone or Jaw..... | [\$1,000 - 5,000] |

Fracture Benefit (the Benefit shown will apply to each bone fractured)**Benefit Amount**

| | |
|------------|--------------|
| Concussion | [\$50 - 500] |
|------------|--------------|

| | |
|--|----------------------------|
| Hip (left or right side)..... | [\$1,000 - 5,000] |
| Pelvis (excluding Coccyx and sacrum)/(left or right side) | [\$1,000 - 5,000] |
| Skull (excluding nose, lower jaw and teeth) | [\$1,000 - 5,000] |
| Neck..... | [\$1,000 - 5,000] |
| Thigh (excluding kneecap)/(left or right side) | [\$1,000 - 5,000] |
| Upper Arm (left or right side)..... | [\$1,000 - 5,000] |
| Ankle (left or right side) | [\$1,000 - 5,000] |
| Lower Leg (excluding kneecap)/(left or right side) | [\$1,000 - 5,000] |
| Elbow (left or right side) | [\$1,000 - 5,000] |
| Heel (left or right side)..... | [\$1,000 - 5,000] |
| Shoulder Blade (left or right side) | [\$1,000 - 5,000] |
| Lower Jaw | [\$1,000 - 5,000] |
| Collarbone..... | [\$1,000 - 5,000] |
| Forearm (excluding wrist)/(left or right side) | [\$1,000 - 5,000] |
| Wrist (left or right side)..... | [\$1,000 - 5,000] |
| Vertebrae (each) – vertebral arch (excluding Coccyx)..... | [\$1,000 - 5,000] |
| Sternum (breastbone) | [\$1,000 - 5,000] |
| Kneecap (left or right side)..... | [\$1,000 - 5,000] |
| Cheekbone (left or right side)..... | [\$1,000 - 5,000] |
| Hand (excluding fingers, thumb, and/or wrist)/(left or right side) | [\$1,000 - 5,000] |
| Foot (excluding toes, heel, and/or ankle)/(left or right side)..... | [\$1,000 - 5,000] |
| Coccyx | [\$1,000 - 5,000] |
| Rib (each) | [\$100 - 500] |
| Maximum Dislocations/Fractures Benefit | [\$10,000 - 20,000] |

DEFINITIONS

Note: *Definitions will vary to ranges displayed within brackets and will be included or omitted depending on coverages selected.*

[Ambulatory Surgical Center] means a facility, licensed as such, that provides outpatient surgical services. It does not include a Hospital, Physician's or dentist's office, a clinic, or any other such location.

Coccyx means four fused vertebrae at the bottom of the spine.

Common Carrier means a vehicle in which an Insured Person is a passenger at the time of the accident and which vehicle is duly licensed by a proper authority to transport passengers for a fee. Common-carrier vehicles are limited to airplanes, trains, buses, trolleys and boats that operate on a regularly scheduled basis between predetermined points or cities. A taxi is not a common-carrier vehicle.

Complications of Pregnancy means any condition which: (1) is diagnosed as being distinct from pregnancy but is adversely affected by or caused by pregnancy and (2) requires a Hospital stay. Such conditions include: hyperemesis gravidarium, pre-eclampsia, acute nephritis, nephrosis, cardiac decompression, missed abortion, ectopic pregnancy, spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible, and similar medical and surgical conditions of comparable severity.

Complications of pregnancy do not include: (1) false labor, occasional spotting, physician prescribed rest during a period of pregnancy, morning sickness, (2) any condition similar to those named above, associated with the management of a difficult pregnancy, not constituting a nosologically distinct complication of pregnancy; or (3) non elective cesarean section.

Coma -- means a profound state of unconsciousness that lasts for a period of at least 96 hours and from which the Insured Person cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician.

Concussion means significant blow to the head that may result in unconsciousness.

Covered Activity(ies) - means those activities set out in the Covered Activities section of the Schedule with respect to which Insured Persons are provided accident[and Sickness] insurance under the Policy.

Dislocation means that one or more bones are out of place, out of joint, or out of position. Dislocation does not include fingers and toes.

Domestic Partner means [a same] or [an opposite] sex partner who has met all of the following requirements for at least [6, 12] consecutive months immediately preceding the Effective Date of Coverage: (1) resides with the Insured; (2) shares financial assets and obligations with the Insured; (3) is not related by blood to the Insured to a degree of closeness that would prohibit a legal marriage; (4) is at least the age of consent in the state in which they reside; and (5) neither the Insured or Domestic Partner is married to anyone else, nor has any other Domestic Partner. The Company requires proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

Eligible Dependent means an Eligible Spouse [or an Eligible Dependent Child].

Eligible Dependent Child(ren) - means the Insured's unmarried children, including natural, step, foster or adopted children [from the moment of placement in the home of the Insured], under age [19 - 25] ([23 - 29] if attending an accredited institution of higher learning on a full time basis) and primarily dependent on the Insured for support and maintenance.

Any unmarried Eligible Dependent Children of the Insured covered under the Policy before reaching the age limit specified above, who are incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on the Insured for support and maintenance, may continue to be eligible under the Policy beyond that age limit for as long as the Policy is in force, but only if they remain continuously covered under the Policy. The Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s incapacity and dependency to the Company within 60 days before the Eligible Dependent Child(ren) reach the age limit specified above. If the Insured fails to furnish the requested proof before the Eligible Dependent Child(ren) reach the age limit, coverage for the Eligible Dependent Child(ren) will not be extended past the age limit. If coverage is extended, the Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s continued incapacity and dependency to the Company on an annual basis. If the Insured fails to furnish the requested proof within 31 days of the request, coverage for the Eligible Dependent Child(ren) will terminate at the end of that 31-day period.

Eligible Spouse means the Insured's legal spouse or Domestic Partner.

Elimination Period means the number of consecutive days that an Insured Person must be confined in a Hospital before a Hospital Confinement Benefit becomes payable. [With respect to the Non-Occupational Accident Disability Income Benefit, Elimination Period means the number of consecutive days that an Insured Person must be Totally Disabled before a Weekly Income Benefit becomes payable.]

Emergency Treatment means treatment for a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

1. Placing the health of the person (or with respect to a pregnant woman, the health of her unborn child) in serious jeopardy;
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.

Family Coverage means coverage in force under the Policy on an Insured's Eligible Dependents: 1) whom the Insured has elected to cover under the Policy; and (2) for whom premium has been paid.

Fracture means a break or rupture in the continuity of the bone or cartilage and includes, but is not limited to: complete fractures; compound fractures; compression fractures; depressed fractures; open fractures; simple fractures.

Hairline Fracture means a break that appears as a narrow crack along the surface of the bone.

Hospice means a licensed agency, organization, or unit that provides a centrally administered and autonomous continuum of palliative and supportive care to terminally ill persons and their families. The care must be directed and coordinated by the Hospice organization and received primarily in the patient's home, or on an outpatient or short-term inpatient basis in a Hospice unit.

Hospital means a legally operated institution licensed by the state in which it is located that maintains and uses a laboratory, X-ray equipment and an operating room on its premises or in facilities available to it on a prearranged, written, contractual basis. The institution must also have permanent and full-time facilities for the care of overnight-resident bed patients under the supervision of one or more licensed Physicians, provide 24-hour-a-day nursing service by or under the supervision of a registered professional nurse, and maintain the patients' written histories and medical records on the premises. The term "Hospital" does not include any institution or part thereof used as a Rehabilitation Unit; a hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; an extended-care facility; a skilled nursing facility; or a facility primarily affording custodial or educational care, care or treatment for persons suffering from mental disease or disorders, care for the aged, or care for persons addicted to drugs or alcohol.

Immediate Family Member means a person who is related to the Insured Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild.)

Injury means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under the Policy is in force, and (2) which directly (independent of sickness, disease, mental incapacity, bodily infirmity) causes a covered loss and (3) which occurs while such person is participating in a Covered Activity.

Inpatient means confined overnight as a registered bed patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician.

Insured means a member of an eligible class of persons as described in the Schedule and for whom premium has been paid while covered under the Policy.

Insured Dependent means an Insured Spouse or an Insured Dependent Child.

Insured Dependent Child(ren) means the Insured's Eligible Dependent Child(ren): (1) whom the Insured has elected to cover under the Policy; (2) for whom premium has been paid; and (3) while covered under the Policy.

Insured Person means an Insured or an Insured Dependent.

Insured Spouse means the Insured's Eligible Spouse: (1) whom the Insured has elected to cover under the Policy; (2) for whom premium has been paid; and (3) while covered under the Policy.

Intensive Care Unit (ICU) means a specifically designated facility of the Hospital that provides the highest level of medical care and that is restricted to those patients who are critically ill or injured. Such facilities must be separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient confinement. The ICU must be permanently equipped with special lifesaving equipment for the care of the critically ill or injured, and the patients must be under constant and continual observation by nursing staffs assigned exclusively to the ICU on a full-time basis. These units must be listed as Intensive Care Units in the current edition of the American Hospital Association Guide or be eligible to be listed therein. This guide lists three types of facilities that meet this definition: (1) Intensive Care Units, (2) Cardiac Intensive Care Units, and (3) Infant (Neonatal) Intensive Care Units.

Limb means entire arm or entire leg.

Loss of a hand or foot means complete severance through or above the wrist or ankle joint. Loss of sight of an eye means total and irrecoverable loss of the entire sight in that eye. Loss of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. Loss of speech means total and irrecoverable loss of the entire ability to speak. Loss of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits. Loss of finger or toe means complete severance through or above the metacarpophalangeal joint of either digit.

Osteoporosis means the thinning of bone with reduction in bone mass due to depletion of calcium and bone protein.

Paralysis/Paralyzed – means Quadriplegia, Paraplegia, Hemiplegia or Uniplegia that is expected to last for a continuous period of 12 months or more from the earlier of the date of the accident causing Paralysis or the date of the diagnosis. "Quadriplegia" means the complete and irreversible Paralysis of both upper and lower limbs. "Paraplegia" means the complete and irreversible Paralysis of both lower limbs. "Hemiplegia" means the complete and irreversible Paralysis of the upper and lower limbs of the same side

of the body. "Uniplegia" means the complete and irreversible paralysis of one limb. "Limb" means entire arm or entire leg.]

Pathological Fracture means any Fracture in an area where pre-existing disease has caused weakening of the bone.

Period of Confinement: a time period of continuous confinement as an Inpatient in a Hospital or other medical facility. If the confinement follows a previously covered confinement, it will be deemed a continuation of the first confinement unless the later confinement is the result of an entirely unrelated Injury [or Sickness] or the confinements are separated by [30] days or more.

Physician: a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.

Pregnancy means childbirth, miscarriage, abortion or any complications thereof.

Prosthetic Device/Prosthesis means a removable artificial substitute or replacement of a part of the body. It does not include:

- dental aids, including false teeth,
- eyeglasses,
- cosmetic prosthesis such as hair wigs,
- other types of prosthesis devices that are permanently implanted such as artificial hip or tooth,
- any experimental prosthesis,
- any auditory prosthesis (a device that substitute for or enhances ability to hear).

Quadriplegia means the complete and irreversible paralysis of both upper and both lower limbs.

Rehabilitation Facility means an institution whose primary purpose is to provide restorative therapy to disabled persons. Such facility must be licensed as such in the state in which it operates. "Rehabilitation Facility" does not include places for custodial care or places for confinement of drug addicts or alcoholics.

Rehabilitation Unit: a unit of a Hospital providing coordinated multidisciplinary physical restorative services to inpatients under the direction of a Physician who is knowledgeable and experienced in rehabilitative medicine. Beds must be set up and staffed in a unit specifically designated for this service.

Reduction means restoration to a normal position, of a Dislocated bone or joint.

Schedule means the [schedule found in the beginning of this certificate][enrollment][Individual Application] form attached to this certificate][enrollment form][Individual Application] on file with the Policyholder].

Severe Burn/Severely Burned means cosmetic disfigurement of at least 20% of the surface of a body area due to an Injury that is a third-degree, full-thickness burn, as determined by a Physician. The Company has a right, at its own expense, to have the Physician's determination verified by a Physician of the Company's choice. (A third degree, full-thickness burn is the destruction of the skin through the entire thickness or depth of the dermis and possibly into underlying tissues, with loss of fluid and sometimes shock, by means of exposure to fire, heat, caustics, electricity or radiation).

Sickness means an illness or disease which requires treatment by a Physician. [Sickness includes pregnancy.]

Skilled Nursing Facility means a lawfully operating institution or a distinct part thereof. Such facility must be engaged mainly in providing skilled nursing care and treatment for people convalescing from an injury or sickness. It must: (1) have organized facilities for medical services; (2) provide 24 hour a day nursing

services under the full-time supervision of a Physician or a registered nurse; (3) have available the services of a Physician at all times; (4) maintain daily clinical records on each patient; and (5) provide appropriate methods for dispensing and administering drugs and medicines.

A Skilled Nursing Facility shall include the following facilities that are operating within the scope of their lawful licenses: (1) a rehabilitation center; (2) a transitional care unit; (3) an intermediate nursing facility; (4) an extended care facility; and (5) a nursing home.

A Skilled Nursing Facility does not mean a home or facility, or part of home or facility, that is used primarily for: (1) rest; (2) the aged; (3) alcoholics or drug addicts; (4) mental illness or disorders; (5) custodial care; or (6) educational care.

Version 1

Total Disability or Totally Disabled means the Company has determined that a change in the Insured's functional capacity to work as a result of Injury[or Sickness] began while the Insured was covered under the Policy and that:

- the Insured is unable to perform the material and substantial duties of his or her regular occupation due to that Injury[or Sickness]; [and]
- [• the Insured has a 20% or more loss in weekly earnings due to the same Injury[or Sickness]; and]
- during the elimination period the Insured is unable to perform all the material and substantial duties of his or her regular occupation due to that Injury[or Sickness]; and is not working in any occupation.

Failure to pass a physical examination required to maintain a license to perform the material and substantial duties of the Insured's regular occupation does not alone mean that an Insured is disabled.

Regular Occupation means the occupation that the Insured is routinely performing when Total Disability begins. The Company will look at the Insured's occupation as it is normally performed in the local economy, instead of how the work tasks are performed for a specific employer or at a specific location.

Version 2

Total Disability or Totally Disabled means disability that: (1) prevents an Insured from performing the material and substantial duties of his or her regular, primary occupation; and (2) requires that, and results in the Insured receiving Continuous Care.

Continuous Care as used with respect to Total Disability means [weekly, monthly, bi-monthly, quarterly] monitoring and/or evaluation of the disabling condition by a Physician. The Company must receive proof of continuing Total Disability on a [weekly, monthly, bi-monthly, quarterly] basis.

[**Waiting Period** means a period of time starting with the Effective Date of Coverage during which no benefits are payable for a Sickness. The Waiting Period is shown on the front page of this Certificate.]

EFFECTIVE AND TERMINATION DATES

Option 1 Medically Underwritten Plans

Insured's Effective Date. A person in an Eligible Class of Persons shown in the Schedule is required to apply for insurance under the Policy and such person's coverage will become effective on the latest of the following dates:

1. the Policy Effective Date;
2. [the first day of the month following]the date the person becomes a member on an Eligible Class of Persons;
3. the date for which the first premium for the person's coverage is paid;
4. the Coverage Effective Date shown in the Schedule;
5. [the first day of the month following]the date the person's Individual Application is approved by the Company.

Insured Dependent's Effective Date. An Eligible Dependent's coverage under the Policy will become effective on the latest of the following dates:

1. the Policy Effective Date;
2. the Insured's effective date of insurance;
3. the date for which the first premium for dependent coverage is paid;
4. [the first day of the month following]the date the Insured elects dependent coverage under the Policy;
5. the Coverage Effective Date shown in the Schedule;
6. [the first day of the month following]the date the Company approves the Insured's Individual Application for dependent coverage.]]

Option 2 – Guarantee Issue Plans

Insured's Effective Date. Coverage for a person in an Eligible Class of Persons shown in the Schedule will become effective as follows.

[If Non-Contributory]

No enrollment is required if a person is not required to contribute towards the cost of coverage. Such person's coverage will become effective on the latest of the following dates.

1. the Policy Effective Date;
2. [the first day of the month following]the date the person becomes a member of an Eligible Class of Persons;
3. the date for which the first premium for the person's coverage is paid;
4. the Coverage Effective Date shown in the Schedule.]

[If Contributory]

A person is required to enroll for coverage for which he or she is required to contribute towards the cost of coverage. Such person's coverage will become effective on the latest of the following dates:

1. [the first day of the month following]the date the person's enrollment form is received by the Company[, if such date is within 31 days of the date he or she becomes a member of an Eligible Class of Persons];
2. the date for which the first premium for the person's coverage is paid;
3. the Coverage Effective Date shown in the Schedule;
4. the Policy Effective Date.]

Insured Dependent's Effective Date. An Insured Dependent's coverage under the Policy will become effective on the latest of the following dates:

1. the Policy Effective Date;
2. the Insured's effective date of insurance;
3. the date for which the first premium for the dependent's coverage is paid;
4. [the first day of the month following]the date the Insured elects dependent coverage under the Policy[;
5. [the first day of the month following]the date the Company receives the enrollment for insurance and any required Evidence of Insurability, if application is made more than 31 days after the dependent's eligibility date.]

Use with either of the above scenarios

Newborn children are automatically covered from the moment of birth, and adopted children are covered from the earlier of the date of placement or final decree of adoption. If an Insured is not enrolled for Dependent Child coverage and such Insured desires uninterrupted coverage for a newborn or adopted child, the Insured must notify the Company within 31 days of the child's birth or the earlier of the date of placement or final decree of adoption. Upon notification, the Company will convert coverage under the Policy to include Dependent Child coverage and advise the Insured of the additional premium due. If Dependent Child coverage is in force, it is not necessary to notify the Company of the birth or adoption of a child and an additional premium payment is not required.

[If a husband and wife are both eligible to be covered as Insureds, one but not both, is eligible for dependent coverage for their Eligible Dependent Children. The other spouse may elect single coverage only.]

[Actively At Work Requirement

If a person is not actively at work on the last scheduled work day coincident with or preceding the date his or her insurance would otherwise become effective, insurance will not be effective until the date such person returns to and remains actively at work.]

[If an Eligible Dependent is unable to engage in the normal activities of a person in good health of like age and sex on the date the insurance would otherwise become effective, coverage will not be effective until the date such person is able to engage in the normal activities of a person in good health of like age and sex. [This will not apply to an Eligible Dependent Child who is incapable of self-sustaining employment by reason of mental or physical incapacity, and who is primarily dependent on the Insured for support and maintenance.]]

[Late Entrants

[If a person does not enroll within 31 days after becoming a member of an Eligible Class of Persons shown in the Schedule, he or she must meet the Evidence of Insurability Requirement.] [If a person does not enroll within 31 days after becoming a member of an Eligible Class of Persons shown in the Schedule, he or she may only apply for coverage during the *open enrollment period* or within 31 days of a change in family status. The date that insurance takes effect will be the first of the month following the *open enrollment period* or *change in family status*. Evidence of Insurability may be required.]]

[Evidence of Insurability Requirement

Evidence of insurability is required for:

- [a person who enrolls for insurance more than 31 days after the date he or she becomes eligible;]
- an Insured who voluntarily canceled insurance and who is reapplying;
- a person who is applying after coverage ended due to non-payment.]

[Change in Family Status

A Change in Family Status means:

1. marriage, or the birth or adoption of a child, or becoming the legal guardian of a child;
2. death of or divorce from a spouse;
3. death of or emancipation of a child;

4. spouse's loss of employment which results in a loss of group insurance;
5. [change in the Insured's classification from part-time to full-time or from full-time to part-time.]]

[Open Enrollment. The open enrollment period is a period of time agreed upon by the Policyholder and the Company, during which: (a) members of an Eligible Class of Persons may apply for insurance; and (b) Insureds may elect to make changes in their amount of insurance or apply for additional insurance.]

Effective Date of Changes. Any change in coverage will take effect on the [[first day of the month following the] date of such change][Policy Anniversary Date immediately following the date of such change].

[If the Insured is not actively at work on last scheduled work day coincident with or preceding the date that an increase in his or her coverage is to take effect, such increase will be effective on [the first day of the month following]the date the Insured returns to active work. [If an Insured Dependent is unable to engage in the activities of a person in good health of like age and sex on the date any increase in his or her insurance would otherwise become effective, such increase will not be effective until the [first day of the month following the]date such Insured Dependent is able to engage in normal activities of a person in good health of like age and sex.]]

Insured's Termination Date. An Insured's coverage under the Policy ends on the earliest of: (1) the date the Policy is terminated; (2) the premium due date if premiums are not paid when due; [(3) the date the Lifetime Maximum Benefit is paid for that Insured;] ([3][4]) attainment of age [65, 70, 75]; (5) the date the Insured requests, in writing, that his or her coverage be terminated; ([4][5]) the date the Insured ceases to be eligible for coverage under the Policy.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under the Policy.

[Reinstatement of Insurance. If insurance ends because the Insured ceases to be eligible for coverage, coverage may be reinstated and no additional waiting period will apply if, within [six months] after the date the insurance ends, the Insured becomes a member of an Eligible Class of Persons.]

[Exception to Termination of Insurance. If premium payments are continued on a basis that precludes individual selection, an Insured who ceases to be a member of any Eligible Class of Persons may still be regarded as in an Eligible Class of Persons if the Insured is on temporary lay-off or leave of absence or due to an authorized family or medical leave, for the full period of the leave, but not for more than [twelve months] in a row unless a longer period is agreed to by the Company and the Policyholder.

The portion of premium payments paid by the Insured, if any, must continue to be paid during any period of leave as described above for coverage to remain in force.]

Insured Dependent's Termination Date. An Insured Dependent's coverage under the Policy ends on the earliest of: (1) the date the Insured's coverage ends; (2) the premium due date if premiums for the Insured Dependent are not paid when due; [(3) the date the Lifetime Maximum Benefit is paid for that Insured Dependent;] ([3][4]) attainment of age [65, 70, 75]; ([4][5]) the date the Insured requests, in writing, that coverage for the Insured Dependent be terminated; or ([5][6]) the date the Insured Dependent ceases to be an Eligible Dependent.

Termination of coverage will not affect a claim for a covered loss which is incurred while the Insured Dependent's coverage was in force under the Policy.

[CONTINUATION] [AND] [PORTABILITY]

[Continuation of Coverage. If an Insured Person's coverage terminates for any reason except for non-payment of premium or termination of the Policy, such Insured Person may elect to continue coverage under the Policy provided he or she has not attained age [65, 70, 75]. To elect continued coverage, the Insured Person must make the election within 31 days of termination and pay all required premiums for the continued coverage.

Continued coverage is subject to all of the provisions and limitations of the Policy. Premiums for continued coverage will be billed directly to the terminated individual on a quarterly, semi-annual or annual basis, as elected by the Insured Person. Coverage continued under this provision will end when the Policy terminates or the last period for which premium is paid, whichever comes first.

[The Insured Person may elect to convert his or her continued coverage at any time while such coverage is in force as set forth in the Portability provision. If continued coverage terminates for any reason other than non-payment of premium, the Insured Person may be eligible to convert his or her coverage as set forth in the Portability provision.]]

[Portability If the Insured Person's coverage ends for any reason except non-payment of premium, the Insured Person may elect to convert his or her coverage to another Group Policy (the Portability Policy) offered by the Company or an affiliate of the Company provided he or she has not attained age [65, 70, 75]. The Insured Person must: (a) make such election within 31 days after coverage ends under the Policy, and (b) agree to pay the entire premium for such coverage.

Coverage will be subject to all of the provisions and limitations of the Portability Policy, including reductions for age or termination at age [65, 70, 75]. Premium rates for coverage under the Portability Policy will be based on the Insured Person's age[, sex] [and] [smoking status] at the time of election of this option and at renewal. Coverage provided under this provision will end when the Portability Policy terminates but will continue through the last period for which premiums have been paid. Premiums will be billed directly to the Insured Person on a quarterly, semi-annual or annual basis, as elected by the Insured Person.]

[PREMIUM

Premiums. The Company provides insurance in return for premium payments.[The premium shown in the Schedule is payable to the Company in the manner described in the Schedule.] The Company may change the required premiums due by giving the Policyholder at least [31] days advance written notice. The Company may also change the required premiums at any time when any change affecting rates is made in the Policy.

Grace Period. A Grace Period of [31] days will be provided for the payment of any premium due after the first. An Insured Person's coverage will not be terminated for nonpayment of premium during the Grace Period if all premiums due are paid by the last day of the Grace Period. An Insured Person's coverage will terminate on the last day of the period for which all premiums have been paid if all premiums due are not paid by the last day of the Grace Period.

If the Company expressly agrees to accept late payment of a premium without terminating coverage under the Policy, the Company does so in accordance with the Noncompliance with Policy Requirements provision of the General Provisions section.

No Grace Period will be provided if the Company receives notice to terminate the Insured Person's coverage under the Policy prior to a premium due date.

Waiver of Premium. If an Insured Person is confined for a period of [30, 60, 90] continuous days as an Inpatient in a Hospital or other medical facility for which a benefit is payable under the Policy, the Company will waive, from month to month, any premiums falling due during the continuation of such confinement.

BENEFITS AND COVERAGES

HEALTH SCREENING BENEFIT

The Company will pay the Per Test Amount under Health Screening Benefit shown in the Schedule of Benefits when an Insured Person undergoes routine examinations or other preventive testing. Services covered are: blood test for triglycerides; breast ultrasound; chest x-ray; colonoscopy; electrocardiogram; fasting blood glucose test; flexible sigmoidoscopy; hemocult stool analysis; mammography; Pap test; PSA (blood test for prostate cancer); serum cholesterol test to determine level of HDL and LDL; serum protein electrophoresis (blood test for myeloma); bone marrow; CA 125 blood test; CA 15-3 blood test for breast cancer; CEA blood test for colon cancer and cervical cancer screening, stress test (bicycle or treadmill). Service must be under the supervision of or recommended by a Physician, received while the Insured Person's coverage under the Policy is in force, and a charge must be incurred. No benefit is payable for any tests in excess of the Test Frequency Maximum shown in the Schedule of Benefits.]

ROUTINE WELL-CHILD BENEFIT

The Company will pay the Per Physician's Visit amount under Routine Well Child Benefit shown in the Schedule of Benefits when an Insured Dependent Child visits a Physician and undergoes one or more of the following during the first [6, 12] months following birth: physical examination and appropriate immunizations. Service must be under the supervision of or recommended by the Physician, received while the Insured Person's coverage under the Policy is in force, and a charge must be incurred. No benefit is payable for any tests performed after the Maximum Number of Visits shown in the Schedule of Benefits.]

HOSPITAL BENEFITS

- 1. Hospital Admission Benefit:** If[, after the Waiting Period, an Insured Person is admitted as an Inpatient to a Hospital for treatment of Sickness or if] an Insured Person suffers an Injury that, within [30, 90, 180, 365] days of the date of the accident that caused the Injury, requires him or her to be admitted as an Inpatient to a Hospital, the Company will pay the Hospital Admission Benefit shown in the Schedule of Benefits. The Hospital Admission Benefit is payable [for each Period of Confinement][once per calendar year].]
- 2. Hospital Confinement Benefit:** If[, after the Waiting Period, an Insured Person becomes confined as an Inpatient to a Hospital for treatment of Sickness or if] an Insured Person suffers an Injury that, within [30, 90, 180, 365] days of the date of the accident that caused the Injury, requires him or her to be confined as an Inpatient to a Hospital, the Company will pay the Daily Hospital Confinement Benefit for each day following the Elimination Period that an Insured Person is charged for a room as an Inpatient. The Daily Hospital Confinement Benefit and the Elimination Period are shown in the Schedule of Benefits. The Hospital Confinement Benefit is payable for up to the Maximum Hospital Confinement Benefit Period for each Period of Confinement. Only one Daily Hospital Confinement Benefit is provided for any one day of confinement, regardless of the number of [Sicknesses or]Injuries for which the confinement is required.
- 3. Intensive Care Unit Benefit:** If benefits have become payable for an Insured Person under the Hospital Confinement Benefit, and such Insured Person becomes confined in an Intensive Care Unit, the Company will pay an additional benefit equal to the Daily Intensive Care Unit Benefit shown in the Schedule of Benefits for each day an Insured Person is confined in and charged for an Intensive Care Unit. The Intensive Care Unit Benefit is payable for up to the Maximum Intensive Care Unit Benefit Period, shown in the Schedule of Benefits, for each Period of Confinement. Only one Daily Intensive Care Unit Benefit is provided for any one day of Intensive Care Unit confinement, regardless of the number of [Sicknesses or]Injuries for which the confinement is required.]]

[SURGICAL/ANESTHESIA BENEFITS

- 1. Surgery:** If[, after the Waiting Period, an Insured Person undergoes a surgical procedure for treatment of Sickness or if] an Insured Person suffers an Injury that, within [30, 90, 180, 365] days of the date of the accident that caused the Injury, requires him or her to undergo a surgical procedure, the Company will pay the Surgical Benefit shown in the Schedule of Benefits times the amount shown for the specific procedure listed in the Schedule of Operations when a charge is incurred for such surgery. If any surgical procedure is performed other than those listed, the Company will pay an amount comparable to the Surgical Benefit applied to the amount shown in the Schedule of Operations for the surgical procedure most nearly similar in severity and gravity. Two or more surgical procedures performed through the same incision will be considered one surgical procedure, and benefits will be paid based upon the highest eligible benefit.
- 2. Anesthesia:** The Company will pay the Anesthesia Benefit shown in the Schedule of Benefits for the administration of anesthesia for which a charge is incurred during a covered surgical procedure.

[In the event that benefits are payable under the Surgical/Anesthesia Benefit and the Dislocations and Fractures Benefit, only one benefit, that paying the larger amount, will be paid.]]

[EMERGENCY ROOM ACCIDENT TREATMENT BENEFITS

If an Insured Person suffers an Injury that, within [24 – 72] hours of the accident that caused the Injury, requires him or her to receive Emergency Treatment in the emergency room of a Hospital, the Company will pay the Per Accident Benefit shown in the Schedule of Benefits when a charge is incurred, for up to the Maximum Number of Visits shown in the Schedule of Benefits.]

[AMBULANCE BENEFIT

If[, after the Waiting Period, an Insured Person requires ambulance transportation to a Hospital or other medical facility for Emergency Treatment of Sickness or if] an Insured Person suffers an Injury that, within [24 – 72] hours of the accident that caused the Injury, requires ambulance transportation to a Hospital or other medical facility for Emergency Treatment, the Company will pay the applicable Ambulance Benefit shown in the Schedule of Benefits when a charge is incurred for such transportation, subject to the Maximum Number of Trips, shown in the Schedule of Benefits. A licensed professional ambulance company must provide the ambulance service. [No benefit is payable for [ground] [air] ambulance service].]

[TRANSPORTATION BENEFIT

If[, after the Waiting Period an Insured Person requires transportation by private automobile, aircraft, railroad, or bus between a Hospital or other medical facility and his or her residence for treatment of Sickness or if] an Insured Person suffers an Injury that, within [30, 90, 180, 365] days of the date of the accident that caused the Injury, requires transportation by private automobile, aircraft, railroad, or bus between a Hospital or other medical facility and his or her residence, the Company will pay the Transportation Benefit shown in the Schedule of Benefits. However, the Transportation Benefit will not exceed the Maximum Transportation Benefit shown in the Schedule of Benefits, per round trip.

This benefit will be paid for the Insured Person for whom the treatment is prescribed by a Physician and, except for transportation by private automobile, one adult Immediate Family Member of the Insured Person. **This benefit is not payable for transportation to any hospital/facility located within a 100 mile radius of the residence of the Insured Person or for transportation by ambulance.]**

[LODGING BENEFIT

If[, after the Waiting Period, an Insured Person requires treatment for Sickness at a Hospital or other medical facility located more than [50 - 100] miles from his or her residence or if] an Insured Person

suffers an Injury that, within [30, 90, 180, 365] days of the date of the accident that caused the Injury, requires treatment at a Hospital or other medical facility located more than [50 - 100] miles from his or her residence, and if a charge is incurred for lodging for the Insured Person or any one of his or her adult Immediate Family Members, the Company will pay the Lodging Benefit shown in the Schedule of Benefits. This benefit is not payable for lodging occurring more than [24 – 48] hours prior to treatment or for lodging occurring more than [24 – 48] hours following treatment and is payable for up to the Maximum Number of Days shown in the Schedule of Benefits and is further subject to the Calendar Year Maximum Benefit shown in the Schedule of Benefits.]

[PHYSICIAN'S OFFICE VISITS BENEFIT

If[, after the Waiting Period, an Insured Person visits a Physician's office for treatment of Sickness or if] an Insured Person suffers an Injury that, within [30, 90, 180, 365] days of the date of the accident that caused the Injury, requires him or her to visit a Physician's office, the Company will pay the Physician's Office Visit Benefit shown in the Schedule of Benefits for each such visit for which a charge is incurred, up to the Maximum Number of Visits shown in the Schedule of Benefits.]

[CONTINUOUS CARE BENEFIT

If an Insured Person is confined as an Inpatient in a Hospital and a Hospital Confinement Benefit is payable under the Policy for that confinement; and, within seven days of the Insured Person's release from the Hospital, that Insured Person is confined in a Skilled Nursing Facility or Rehabilitation Facility or subsequently requires physical therapy, occupational therapy, cardiovascular therapy, blood therapy, speech therapy, home health care or Hospice care in connection with the condition for which he or she was hospitalized, the Company will pay the Daily Benefit shown in the Schedule of Benefits under Continuous Care, for each day that a charge is incurred. The Daily Benefit is payable once per day irrespective of how many services are provided on that day. The Continuous Care Benefit is payable for up to the Maximum Continuous Care Benefit Period.

1. The attending Physician must prescribe such services and must certify that if these services were not available, the Insured Person would have to be hospitalized to receive the necessary care, treatment, and services.
2. Home health care services must be performed by a person who is licensed, certified, or otherwise duly qualified to perform such services on the same basis as if the services had been performed in a medical facility.
3. Hospice care services require (1) a written statement from the attending Physician that the Insured Person has a life expectancy of six months or less, and (2) a written statement from the Hospice certifying the days that services were provided.]

[OUTPATIENT PRESCRIPTION DRUG BENEFIT

If[, after the Waiting Period, an Insured Person is required to take prescription drugs or medicines for treatment of Sickness or if] an Insured Person suffers an Injury that, within [30, 90, 180, 365] days of the date of the accident that caused the Injury, requires him or her to take prescription drugs or medicines, the Company will pay the Per-Prescription Benefit shown in the Schedule of Benefits each time a prescription is filled or refilled for which a charge is incurred, up to the Maximum Number of Prescriptions shown in the Schedule of Benefits.

The prescription drugs must be ordered by a Physician; dispensed by a licensed pharmacist; and be required for the care and treatment of the Injury[or Sickness].

This benefit does not include benefits for: (a) therapeutic devices or appliances; (b) experimental drugs; (c) drugs, medicines or insulin used by or administered to a person while he is confined to a Hospital or any other medical facility; (d) immunization agents, biological sera, blood or blood plasma; or (e) contraceptive materials, devices or medications or infertility medication, except where required by law.]

[BLOOD/ PLASMA/PLATELETS BENEFIT

If an Insured Person suffers an Injury that, within [30, 90, 180, 365] days of the date of the accident that caused the Injury, requires blood/plasma and/or platelets for the treatment of such Injury, the Company will pay the Blood/Plasma/Platelets Benefit shown in the Schedule of Benefits when a charge is incurred. This benefit does not pay for immunoglobulins.]

[PROSTHESIS BENEFIT

If an Insured Person suffers an Injury that, within [30, 90, 180, 365] days of the date of the accident that caused the Injury, requires use of a Prosthetic Device, the Company will pay the Prosthesis Benefit shown in the Schedule of Benefits when a charge is incurred. This benefit is not payable for hearing aids, wigs, or any dental aids, including false teeth.]

[AMBULATORY SURGICAL CENTER BENEFIT

If[, after the Waiting Period, an Insured Person visits an Ambulatory Surgical Center for treatment of Sickness or if] an Insured Person suffers an Injury that, within [30, 90, 180, 365] days of the date of the accident that caused the Injury, requires treatment in an Ambulatory Surgical Center, the Company will pay the Ambulatory Surgical Center Benefit shown in the Schedule of Benefits for each such visit when a charge is incurred.]

[ACCIDENTAL DEATH BENEFIT

If an Insured Person suffers an Injury that results in death within [90,120,180,365] days of the date of the accident that caused the Injury, the Company will pay the Benefit shown in the Schedule of Benefits.]

[COMMON CARRIER BENEFIT

If an Insured Person suffers accidental death such that an Accidental Death benefit is payable under the Policy and the accident causing death occurs while the Insured Person is riding in or on (including getting in or out of, or on or off of) a Common Carrier, the Company will pay an additional benefit. The amount payable for this additional benefit is the Common Carrier Benefit shown in the Schedule of Benefits.]

[ACCIDENTAL DISMEMBERMENT BENEFITS

If Insured Person suffers an Injury that results, within [90,120,180,365] days of the date of the accident that caused the Injury, in any one of the Losses specified in the Schedule of Benefits, the Company will pay the Accidental Dismemberment Benefit shown in the Schedule of Benefits for that Loss. If more than one Loss is sustained by an Insured Person as a result of the same accident, only one amount, the largest, will be paid.

Exposure and Disappearance. If by reason of an accident occurring while an Insured Person's coverage is in force under this Policy, the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which an Accidental Death or Accidental Dismemberment benefit is otherwise payable under the Policy, the loss will be covered under the terms of the Policy.

If the body of an Insured Person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the person was an occupant while covered under this Policy, then it will be deemed, subject to all other terms and provisions of this Policy, that the Insured Person has suffered accidental death within the meaning of the Policy.])

[PARALYSIS BENEFIT

If, after the Waiting Period, an Insured Person becomes Paralyzed as a result of Sickness or if an Insured Person suffers an Injury that results in Paralysis within [90,120,180,365] days of the date of the accident that caused the Injury, the Company will pay the applicable Paralysis Benefit shown in the Schedule of Benefits for that type of paralysis.

If the Insured Person suffers more than one type of paralysis as a result of the same accident, only one amount, the largest, will be paid.]

[COMA BENEFIT

If, after the Waiting Period, an Insured Person becomes Comatose as a result of Sickness or if an Insured Person suffers an Injury that results in Coma within [90,120,180,365] days of the date of the accident that caused the Injury, the Company will pay the Coma Benefit shown in the Schedule of Benefits.]

[SICKNESS AND]NON-OCCUPATIONAL ACCIDENT DISABILITY INCOME BENEFIT

If, after the Waiting Period, an Insured becomes Totally Disabled as a result of Sickness or if an Insured suffers an Injury that does not arise out of, or in the course of, employment; and that Injury results in Total Disability within [90,120,180,365] days of the date of the accident that caused the Injury, the Company will pay the Weekly Income Benefit for each week following the Elimination Period that an Insured remains so disabled. The Weekly Income Benefit and the Elimination Period are shown in the Schedule of Benefits. The Weekly Income Benefit is payable for up to the Benefit Duration shown in the Schedule of Benefits, for each period of Total Disability.

The Weekly Income Benefit stops when an Insured is no longer Totally Disabled. If an Insured becomes Totally Disabled again from the same cause, the period of disability will be considered part of the last period. Benefits are paid only for the remaining weeks of the Benefit Duration.]

For any period of disability of less than one week, the Weekly Income Benefit will be pro-rated on the basis of a seven day week.

[SEVERE BURN BENEFITS

If an Insured Person suffers an Injury that is a Severe Burn, the Company will pay the Benefit shown in the Schedule of Benefits. This benefit is payable once in an Insured Person's lifetime.]

[DISLOCATIONS AND FRACTURES BENEFITS

1. **Dislocations Benefits:** If an Insured Person suffers an Injury that results in one of the Dislocations specified in the Schedule of Benefits within [90,120,180,365] days of the date of the accident that caused the Injury and that Dislocation requires Reduction under anesthesia, the Company will pay the Benefit Amount shown in the Schedule of Benefits for that Dislocation.

Only one Dislocation benefit is payable for each Dislocation during an Insured Person's lifetime.

2. **Fractures Benefits:** If an Insured Person suffers an Injury that results in one of the Fractures specified below within [90/120/180/365] days of the date of the accident that caused the Injury, the Company will pay the Benefit Amount shown in the Schedule of Benefits for that Fracture.

Only one Fracture benefit is payable for each Fracture during the Insured Person's lifetime.

Maximum Dislocations/Fractures Benefit. The maximum Dislocations/Fractures Benefit payable for any one accident is shown in the Schedule of Benefits and applies regardless of the number of Injuries caused by that accident.

Exclusions. In addition to the Exclusions in the Exclusions section, the Dislocations and the Fractures benefits are not payable for:

1. an Injury resulting in a Dislocation or Fracture if Osteoporosis or Pathological Fracture was diagnosed prior to the Insured Person's Effective Date of Coverage.
2. Hairline Fractures.

Special Conditions Relating to Osteoporosis or Pathological Fractures. If an Insured Person's claim is payable for a Dislocation or a Fracture, and either Osteoporosis or bone disease is first diagnosed at the time of such claim or first diagnosed prior to the claim but after the Insured Person's Effective Date, the Company will pay the benefit for that claim. However, no further benefits will be payable for that Insured Person and coverage under the Policy will be terminated for that Insured Person.

[In the event that benefits are payable under the Surgical/Anesthesia Benefit and the Dislocations and Fractures Benefit, only one benefit, that paying the larger amount, will be paid.]]

[SCHEDULE OF OPERATIONS

| <u>CPT- Code</u> | <u>Description</u> | <u>Amount</u> | <u>CPT- Code</u> | <u>Description</u> | <u>Amount</u> |
|-----------------------------|---|----------------------|-----------------------------|--|----------------------|
| 23900 | Amputation of arm & girdle | \$390 | 26607 | Treat metacarpal fracture | \$140 |
| 25915 | Amputation of forearm | \$445 | 44125 | Removal of small intestine | \$300 |
| 26952 | Amputation of finger/thumb | \$220 | 46288 | Repair anal fistula | \$130 |
| 27290 | Amputation of leg at hip | \$460 | 48000 | Drainage of abdomen | \$465 |
| 27598 | Amputate lower leg at knee | \$220 | 43510 | Surgical opening of stomach | \$235 |
| 27881 | Amputation of lower leg | \$260 | 43622 | Removal of stomach | \$540 |
| 28820 | Amputation of toe | \$105 | 43639 | Removal of stomach, partial | \$495 |
| 19101 | Biopsy of breast, open | \$60 | 43242 | Gastrorrhaphy | \$120 |
| 19125 | Excision, breast lesion | \$115 | 43502 | Surgical repair of stomach | \$390 |
| 19272 | Extensive chest wall surgery | \$490 | 44626 | Repair bowel opening | \$430 |
| 19162 | Remove breast tissue, nodes | \$245 | 44127 | Enterectomy w/taper, cong | \$640 |
| 19240 | Removal of breast | \$295 | 46760 | Repair of anal sphincter | \$255 |
| 19364 | Breast reconstruction | \$775 | 44025 | Incision of large bowel | \$245 |
| 22804 | Fusion of spine | \$730 | 44005 | Freeing of bowel adhesion | \$275 |
| 63077 | Spine disk surgery, thorax | \$430 | 44960 | Appendectomy | \$215 |
| 33945 | Transplantation of heart | \$790 | 45113 | Partial proctectomy | \$515 |
| 35450 | Repair arterial blockage | \$170 | 45339 | Sigmoidoscopy w/ablate tumor | \$55 |
| 33246 | Pervenous or transvenous insertion of Pacemaker | \$380 | 45505 | Repair of rectum | \$135 |
| 35480 | Athrectomy, open | \$190 | 46262 | Remove hemorrhoids & fistula | \$140 |
| 33916 | Surgery of great vessel | \$460 | 47400 | Incision of liver duct | \$540 |
| 35092 | Repair artery rupture, aorta | \$760 | 47620 | Removal of gallbladder | \$350 |
| 33305 | Repair of heart wound | \$395 | 48150 | Partial removal of pancreas | \$820 |
| 33414 | Repair of aortic valve | \$550 | 48146 | Pancreatectomy | \$465 |
| 33427 | Repair of mitral valve | \$725 | 51920 | Close bladder-uterus fistula | \$210 |
| 33413 | Replacement of aortic valve | \$780 | 58210 | Extensive hysterectomy | \$510 |
| 33536 | Coronary Bypass | \$670 | 59510 | Cesarean delivery | \$555 |
| 33542 | Removal of heart lesion | \$520 | 59618 | Attempted vaginal birth after caesarian section delivery | \$585 |
| 33545 | Repair of heart damage | \$650 | 59001 | Amniocentesis, therapeutic | \$55 |
| 60200 | Remove thyroid lesion | \$190 | 58240 | Removal of pelvis contents | \$680 |
| 60254 | Extensive thyroid surgery | \$490 | 58700 | Removal of fallopian tube | \$210 |
| 69530 | Extensive mastoid surgery | \$380 | 57305 | Repair rectum-vagina fistula | \$245 |
| 69636 | Rebuild eardrum structures | \$310 | 57240 | Repair bladder & vagina | \$120 |
| 69646 | Revise middle ear & mastoid | \$360 | 57460 | Biopsy of cervix w/scope, I | \$50 |
| 26665 | Treat thumb fracture | \$175 | 59821 | Treatment of miscarriage | \$100 |
| 27228 | Treat hip fracture(s) | \$555 | 58146 | Myomectomy abdomen complex | \$330 |
| 27828 | Treat lower leg fracture | \$370 | 38101 | Removal of spleen, partial | \$265 |
| 28445 | Treat ankle fracture | \$315 | 38530 | Biopsy/removal, lymph nodes | \$150 |
| 28420 | Treat/graft heel fracture | \$365 | 38765 | Remove groin lymph nodes | \$345 |
| 21344 | Treatment of sinus fracture | \$400 | 23077 | Remove tumor of shoulder | \$325 |
| 21436 | Treat craniofacial fracture | \$555 | 27703 | Reconstruction, ankle joint | \$335 |
| 22319 | Treat odontoid fracture w/graft (vertebrae) | \$500 | 28285 | Repair of hammertoe | \$105 |
| 23680 | Treat dislocation/fracture | \$225 | 23472 | Reconstruct shoulder joint | \$430 |
| 23585 | Treat scapula fracture shoulder | \$205 | 24126 | Remove/graft bone lesion | \$185 |
| 23616 | Treat humerus fracture | \$440 | 25446 | Wrist replacement | \$350 |
| 24635 | Treat elbow fracture | \$335 | 27134 | Revise hip joint replacement | \$570 |

| <u>CPT-Code</u> | <u>Description</u> | <u>Amount</u> | <u>CPT-Code</u> | <u>Description</u> | <u>Amount</u> |
|-----------------|-----------------------------------|---------------|-----------------|------------------------------|---------------|
| 27077 | Extensive hip surgery | \$750 | 15956 | Remove thigh pressure sore | \$320 |
| 27435 | Incision of knee joint | \$220 | 15945 | Remove hip pressure sore | \$270 |
| 27487 | Revise/replace knee joint | \$515 | 15842 | Flap for face nerve palsy | \$735 |
| 27610 | Explore/treat ankle joint | \$190 | 17108 | Destruction of skin lesions | \$245 |
| 32110 | Explore/repair chest | \$400 | 17304 | 1 stage mohs, up to 5 spec | \$130 |
| 32220 | Release of lung | \$450 | 12018 | Repair superficial wound(s) | \$95 |
| 32020 | Insertion of chest tube | \$65 | 15780 | Abrasion treatment of skin | \$165 |
| 32442 | pneumonectomy total | \$505 | 15946 | Remove hip pressure sore | \$435 |
| 32486 | lobectomy wedge resection of lung | \$460 | 11646 | Exc face-mm mlg+marg > 4 cm | \$115 |
| 32663 | Thoracoscopy, surgical | \$360 | 11752 | Remove nail bed/finger tip | \$70 |
| 61108 | Drill skull for drainage | \$225 | 26498 | Finger tendon transfer | \$365 |
| 62117 | Reduction of skull defect | \$545 | 25312 | Transplant forearm tendon | \$285 |
| 61520 | Removal of brain lesion | \$1,090 | 50075 | Removal of kidney stone | \$420 |
| 63087 | Removal of vertebral body | \$695 | 51940 | Correction of bladder defect | \$485 |
| 64610 | Injection treatment of nerve | \$135 | 52510 | Dilation prostatic urethra | \$115 |
| 64721 | Carpal tunnel surgery | \$115 | 54161 | Circumcision | \$60 |
| 65114 | Remove eye/revise socket | \$400 | 54522 | Orchiectomy, partial | \$170 |
| 66170 | Glaucoma surgery | \$285 | 54600 | Reduce testis torsion | \$125 |
| 66982 | Cataract surgery, complex | \$270 | 55705 | Biopsy of prostate | \$80 |
| 67108 | Repair detached retina | \$435 | 52601 | Prostatectomy (TURP) | \$205 |
| 67316 | Revise two eye muscles | \$205 | 50205 | Biopsy of kidney | \$200 |
| 68550 | Remove tear gland lesion | \$290 | 55815 | Extensive prostate surgery | \$500 |
| 30115 | Removal of nose polyp(s) | \$100 | 50236 | Removal of kidney & ureter | \$425 |
| 30520 | Repair of nasal septum | \$130 | 50590 | Fragmenting of kidney stone | \$165 |
| 31075 | Exploration of frontal sinus | \$195 | 50365 | Transplantation of kidney | \$670 |
| 31085 | Removal of frontal sinus | \$295 | 51525 | Removal of bladder lesion | \$240 |
| 31368 | Partial removal of larynx | \$565 | 51555 | Partial removal of bladder | \$355 |
| 31561 | Operative laryngoscopy | \$110 | 51596 | Remove bladder/create pouch | \$650 |
| 31610 | Incision of windpipe | \$190 | 50575 | Kidney endoscopy | \$220] |
| 31640 | Bronchoscopy w/tumor excise | \$90 | | | |

LIMITATIONS AND EXCLUSIONS

LIMITATIONS

[Reduction of Benefits

Any amount payable under the **[benefits subject to reduction will be listed here]** will be reduced if an Insured Person is age **[65,70,75]** or older on the date the benefit becomes payable or, in the case of an Injury, on the date of the accident causing the Injury. The amount payable is a percentage of the amount that would otherwise be payable, according to the following schedule:

| Age | Percentage of Amount Otherwise Payable |
|---------------|---|
| [70-74 | 65% |
| 75-79 | 45% |
| 80-84 | 30% |
| 85 and older | 15%] ⁴ |
| [65 | 65% |
| 70 | 50%] |

[Premium for an Insured Person age **[65, 70, 75]** or older is based on 100% of the coverage that would be in effect if the Insured Person were under age **[65, 70, 75].]**

“Age” as used above refers to the age of the Insured Person on the Insured Person's most recent birthday, regardless of the actual time of birth.]]

[Limitation on Multiple Benefits

If an Insured Person suffers one or more Injuries from the same accident for which amounts are payable under more than one of the following benefits, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest: ***[benefits subject to limitation will be listed here.]]***

[Limitation on Multiple Covered Activities. If an Insured Person's Injury [or Sickness] is caused by an accident[or Sickness] that occurs while the Insured Person is participating in more than one Covered Activity applicable to that Insured Person, and if the same Benefit applies to that Insured Person with respect to more than one such Covered Activity, then for Policy purposes, the Maximum Amount for that Benefit for that Insured Person for that accident[or Sickness] will be determined as though the accident[or Sickness] occurred while the Insured Person was participating in only one such Covered Activity, the one with the largest Maximum Amount for that Benefit for that person.]]

[Pre-Existing Conditions Limitation

Benefits are not payable in connection with a Pre-Existing Condition during the initial [12, 24] consecutive months the Insured Person has been enrolled for coverage.

A Pre-Existing Condition means any [Sickness or]Injury for which an Insured Person received any diagnosis, medical advice or treatment or had taken any prescription medicines during the [12, 24] months immediately preceding the effective date of the Insured Person's coverage under the Policy. [Pregnancy is considered a pre-existing condition if conception occurs prior to the effective date of the Insured Person's coverage under the Policy.]]

[Lifetime Maximum Benefit

In no event will the total amount of benefits payable with respect to any one Insured Person exceed the Lifetime Maximum Benefit shown in the Schedule of Benefits.]

EXCLUSIONS

No coverage shall be provided and no benefits will be paid for any loss resulting from, or as a natural and probable consequence of any of the following excluded risks.

1. suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or any act of auto-eroticism.
2. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured Person is:
 - a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
 - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
 - c. riding as a passenger in an aircraft owned, leased or operated by the Insured Person's employer.
3. declared or undeclared war, or any act of declared or undeclared war.
4. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured Person is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.).
5. the Insured Person's being under the influence of intoxicants while operating any vehicle or means of transportation or conveyance.
6. the Insured Person's being under the influence of drugs which is defined and determined by the laws of the state where the loss was incurred, unless taken under the advice of and as specified by a Physician.
7. the Insured Person's commission of or attempt to commit a felony.
8. services and supplies which are not prescribed by a Physician as necessary to treat an Injury [or Sickness]; are received without charge or legal obligation to pay; would not normally be paid in the absence of insurance; are received outside of the United States; or are received while incarcerated by legal authorities of any state or country for any reason.
9. dental treatment unless due to an Injury.
10. cosmetic care, except for reconstructive plastic surgery required as a result of Injury; to restore a normal bodily function; to improve functional impairment by anatomic alteration made as necessary as a result of a congenital birth defect; or for breast reconstruction following mastectomy.
- [11. any Injury [or Sickness]covered under any state or federal Worker's Compensation , Employer's Liability law or similar law.]
12. services and supplies which are not due to an Injury [or Sickness] except as specifically provided.
- [13. mental or nervous disorders or substance abuse.]
- [14. Pregnancy, except Complications of Pregnancy.]

15. participating in any sport or sporting activity for wage, compensation, or profit, including officiating or coaching; or racing any type vehicle in an organized event[except participating in a Covered Activity].
16. driving any taxi for wage, compensation, or profit.
17. mountaineering using ropes and/or other equipment; parachuting; or hang gliding.
18. custodial care or rest.
- [19. Sickness, or disease, mental incapacity or bodily infirmity.]
- [20. infections of any kind regardless of how contracted, except bacterial infections which result from an accidental injury independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes, and except infection which results from accidental, involuntary or unintentional ingestion of a contaminated substance].
- [21. medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity.]
- [22. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.]

CLAIMS PROVISIONS

Notice of Claim. Written notice of claim must be given to the Company within [20] days after an Insured Person's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at [American International Companies®, Accident and Health Claims Division, P. O. Box 15701, Wilmington, DE 19850-5701], with information sufficient to identify the Insured Person, is deemed notice to the Company.

Claim Forms. The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within [15] days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

Proof of Loss. Written proof of loss must be furnished to the Company within [90] days after the date of the loss. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

Payment of Claims. Upon receipt of due written proof of death, payment for loss of life of an Insured Person will be made to the Insured Person's beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured Person suffering the loss. If an Insured Person dies before all payments due have been made, the amount still payable will be paid to his or her beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

Time of Payment of Claims. Benefits payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid within 30 days following the Company's receipt of due written proof of the loss. Benefits paid more than 30 days following the Company's receipt of due written proof of loss will include interest that will accrue at the rate of 9% per annum from the 30th day after receipt of such proof to the date the benefit is paid. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

GENERAL PROVISIONS

Entire Contract; Changes. The Policy, the Application(s), this Certificate, the Insured's enrollment forms, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured Person will be considered

representations and not warranties. No written statement made by an Insured Person will be used in any contest unless a copy of the statement is furnished to the Insured Person or his or her beneficiary or personal representative.

No change in the Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to the Policy. No agent may change the Policy or waive any of its provisions.

Incontestability. After an Insured Person has been insured under the Policy for [two] years during his or her lifetime, no statement made by the Insured Person, except a fraudulent one, will be used to contest a claim under the Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the Insured Person and a copy is given to the Policyholder, the Insured Person or the beneficiary.

Insured's Beneficiary Designation and Change. The Insured's designated beneficiary(ies) is (are) the person(s) so named by the Insured as shown on the [Company's][Policyholder's] records kept on the Policy.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the [Company][Policyholder] with a written request for change. When the request is received by the [Company][Policyholder], whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

If there is no designated beneficiary or no designated beneficiary is living after the Insured's death, the benefits will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

[Insured Dependent's Beneficiary Designation and Change. The Insured Dependent's beneficiary is the Insured unless the Insured has named a different beneficiary(ies) for the Insured Dependent's coverage as shown on the [Company's][Policyholder's] records kept on the Policy.

An Insured over the age of majority and legally competent may change the beneficiary designation for an Insured Dependent's coverage at any time, unless an irrevocable beneficiary designation has been made, without the consent of the Insured Dependent or the designated beneficiary(ies) by providing the [Company][Policyholder] with a written request for change. When the request is received by the [Company][Policyholder], whether the Insured or the Insured Dependent is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any premium made by it prior to receipt of the request. [If no beneficiary is living on the date of an Insured Dependent's death, the beneficiary is the Insured's estate.]

Physical Examination and Autopsy. The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions. No action at law or in equity may be brought to recover on the Policy prior to the expiration of [60] days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of [three] years after the time written proof of loss is required to be furnished.

Noncompliance with Policy Requirements. Any express waiver by the Company of any requirements of the Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to

insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

Conformity with State Statutes. Any provision of the Policy which, on its effective date, is in conflict with the statutes of the state in which the Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

Workers' Compensation. The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

Clerical Error. Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured Person if that insurance would otherwise have been in effect nor extend the insurance of any Insured Person if that insurance would otherwise have ended or been reduced as provided in the Policy.

Assignment. [An Insured may not assign any of his or her rights, privileges or benefits under the Policy.] [An Insured may assign all of his or her rights, privileges and benefits under the Policy without the consent of his or her designated beneficiary. The Company is not bound by an assignment until the Company receives and files a signed copy. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.]

Misstatement of Age. If premiums for the Insured Person are based on age and the Insured Person's age has been misstated, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured Person is insured are based on age and the Insured Person's age has been misstated, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

**AMERICAN GENERAL LIFE INSURANCE
COMPANY OF DELAWARE**
405 King Street
WILMINGTON, DELAWARE 19899-9853
(302) 594-2000
(Herein called the Company)

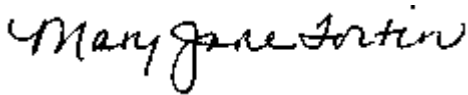
Policyholder: [ABC Incorporated]
Policy Number: [XXXXXX]

GROUP CRITICAL ILLNESS INSURANCE CERTIFICATE

ABOUT THIS CERTIFICATE. This certificate describes Critical Illness insurance the Company provides to Insured Persons under the Group Policy (herein called the Policy) issued to the Policyholder.

[RIGHT TO EXAMINE CERTIFICATE.] The certificate of insurance issued to each Insured can be returned for any reason within 30 days after it is received by the Insured. The certificate should be returned by mail or in person to the Company. Any premium paid will be refunded and the certificate will be treated as if it were never issued.¹

The President and Secretary of American General Life Insurance Company of Delaware witness this Certificate:



President



Secretary

THIS IS LIMITED BENEFIT COVERAGE.

**FOR CRITICAL ILLNESS BENEFITS TO BE PAYABLE, THE INSURED PERSON MUST SURVIVE FOR
30 DAYS AFTER DIAGNOSIS.**²

THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.

PLEASE READ THIS CERTIFICATE CAREFULLY.
Non-Participating

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| Claims Provisions | X |
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[SCHEDULE

| | |
|------------------------------------|---|
| Classification of Eligible Persons | [All active, full-time employees of the Policyholder] |
| [Insured | John Doe] |
| Coverage Effective Date | [January 1, 2006] |
| Type of Coverage | [Insured and Family] |
| Premium | [\$_____] |
| Premium Mode | [Monthly]] ¹ |

SCHEDULE OF BENEFITS

[HEALTH SCREENING BENEFIT . . .

| | |
|------------------------------|---|
| Per Test Amount | [\$50 – 500] |
| Test Frequency Maximum | [Up to 6 per calendar year]] ¹ |

CRITICAL ILLNESS BENEFITS . . .

| | |
|--------------------|-------------------------------------|
| [Face Amount | [\$1,000 – 1,000,000]] ¹ |
|--------------------|-------------------------------------|

Critical Illness

Benefit Amount

[Invasive Cancer

| | |
|-------------------------------|---|
| First Diagnosis Benefit | [Up to 100% of Face Amount] |
| [Recurrence Benefit | [Up to 100% of First Diagnosis Benefit]] ¹ |

[In-Situ Cancer

| | |
|-------------------------------|---|
| First Diagnosis Benefit | [Up to 100% of Face Amount] |
| [Recurrence Benefit | [Up to 100% of First Diagnosis Benefit]] ¹ |

[Heart Attack

| | |
|-------------------------------|---|
| First Diagnosis Benefit | [Up to 100% of Face Amount] |
| [Recurrence Benefit | [Up to 100% of First Diagnosis Benefit]] ¹ |

[Kidney (Renal) Failure

| | |
|-------------------------------|---|
| First Diagnosis Benefit | [Up to 100% of Face Amount] |
| [Recurrence Benefit | [Up to 100% of First Diagnosis Benefit]] ¹ |

[Coronary Artery Bypass

| | |
|-------------------------------|---|
| First Diagnosis Benefit | [Up to 100% of Face Amount] |
| [Recurrence Benefit | [Up to 100% of First Diagnosis Benefit]] ¹ |

[Stroke

| | |
|-------------------------------|---|
| First Diagnosis Benefit | [Up to 100% of Face Amount] |
| [Recurrence Benefit | [Up to 100% of First Diagnosis Benefit]] ¹ |

[ADL Deficit

| | |
|-------------------------------|-----------------------------|
| First Diagnosis Benefit | [Up to 100% of Face Amount] |
| [Recurrence Benefit | None]] ¹ |

[Organ Transplant

| | |
|-------------------------------|-----------------------------|
| First Diagnosis Benefit | [Up to 100% of Face Amount] |
| [Recurrence Benefit | None]] ¹ |

[Coma

| | |
|-------------------------------|-----------------------------|
| First Diagnosis Benefit | [Up to 100% of Face Amount] |
| [Recurrence Benefit | None]] ¹ |

[Loss of Sight, Speech or Hearing

First Diagnosis Benefit[Up to 100% of Face Amount]
[Recurrence BenefitNone]¹

[Paralysis

First Diagnosis Benefit
 Quadriplegia.....[Up to 100% of Face Amount]
 Paraplegia[Up to 100% of Face Amount]
 Hemiplegia[Up to 100% of Face Amount]
 Uniplegia[Up to 100% of Face Amount]
[Recurrence BenefitNone]¹

[Severe Burn

First Diagnosis Benefit
 Second Degree Burn.....[Up to 100% of Face Amount]
 Third Degree Burn.....[Up to 100% of Face Amount]
[Recurrence BenefitNone]¹

DEFINITIONS

Note: *Definitions will vary to ranges displayed within brackets and will be included or omitted depending on coverages selected.*

Activities of Daily Living (ADLs) – means activities used in measuring levels of personal functioning capacity. Normally, these activities are performed without assistance, allowing personal independence in everyday living.

ADLs are:

1. Maintaining continence: controlling urination and bowel movements, including the ability to use ostomy supplies or other devices such as catheters;
2. Transferring: moving between a bed and a chair, or a bed and a wheelchair;
3. Dressing: putting on and taking off all necessary items of clothing;
4. Toileting: getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene; and
5. Eating: performing all major tasks of getting food into the body.
6. Bathing: washing in either a tub or shower, including the task of getting in or out of the tub or shower.

ADL Deficit – means the inability to perform two or more Activities of Daily Living without the assistance of another person.

Critical Illness – means any of the following illnesses: [Invasive Cancer; In-Situ Cancer, Heart Attack; Kidney (Renal) Failure; Coronary Artery Bypass, Stroke, ADL Deficit, Organ Transplant, Loss of Sight, Speech or Hearing, Coma, Paralysis, Severe Burn] as each is defined in this Certificate.

Coma -- means a profound state of unconsciousness that lasts for a period of at least [24-96] hours and from which the Insured Person cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician.

Coronary Artery Bypass – means the use of non-coronary blood vessel or blood vessels (either artery or vein) to surgically bypass obstructions in a native coronary artery or arteries.

Diagnosed/Diagnosis – means a definitive and unequivocal diagnosis made by a Physician: (1) based upon the use of clinical and/or laboratory investigations as supported by the Insured Person's medical records; and (2) meeting any Diagnostic Requirements set forth in this Certificate for the particular Critical Illness being diagnosed.

Domestic Partner means [a same]² [or][an opposite]² sex partner who has met all of the following requirements for at least [6, 12] consecutive months immediately preceding the Coverage Effective Date: (1) resides with the Insured; (2) shares financial assets and obligations with the Insured; (3) is not related by blood to the Insured to a degree of closeness that would prohibit a legal marriage; (4) is at least the age of consent in the state in which they reside; and (5) neither the Insured or Domestic Partner is married to anyone else, nor has any other Domestic Partner. The Company requires proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

Eligible Dependent means an Eligible Spouse [or an Eligible Dependent Child]².

Eligible Dependent Child(ren) - means the Insured's unmarried children, including natural, step, foster or adopted children [from the moment of placement in the home of the Insured], under age [19 - 25] ([23 - 29] if attending an accredited institution of higher learning on a full time basis) and primarily dependent on the Insured for support and maintenance.

Any unmarried Eligible Dependent Children of the Insured covered under the Policy before reaching the age limit specified above, who are incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on the Insured for support and maintenance, may continue to be eligible under the Policy beyond that age limit for as long as the Policy is in force, but only if they remain continuously covered under the Policy. The Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s incapacity and dependency to the Company within 60 days before the Eligible Dependent Child(ren) reach the age limit specified above. If the Insured fails to furnish the requested proof before the Eligible Dependent Child(ren) reach the age limit, coverage for the Eligible Dependent Child(ren) will not be extended past the age limit. If coverage is extended, the Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s continued incapacity and dependency to the Company on an annual basis. If the Insured fails to furnish the requested proof within 31 days of the request, coverage for the Eligible Dependent Child(ren) will terminate at the end of that 31-day period.

Eligible Spouse means the Insured's legal spouse [or Domestic Partner]².

Family Coverage means coverage in force under the Policy on an Insured's Eligible Dependents: (1) whom the Insured has elected to cover under the Policy; and (2) for whom premium has been paid.

Heart Attack – means the death of a portion of the heart muscle as a result of inadequate cardiac blood supply to the relevant area.

Immediate Family Member means a person who is related to the Insured Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild.)

Injury means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under the Policy is in force, and (2) which directly (independent of sickness, disease, mental incapacity, bodily infirmity or any other cause) causes a covered loss.

Insured means a member of an eligible class of persons as described in the Schedule and for whom premium has been paid while covered under the Policy.

Insured Dependent means an Insured Spouse [or an Insured Dependent Child]².

Insured Dependent Child(ren) means the Insured's Eligible Dependent Child(ren): (1) whom the Insured has elected to cover under the Policy; (2) for whom premium has been paid; and (3) while covered under the Policy.

Insured Person means an Insured [or an Insured Dependent]².

Insured Spouse means the Insured's Eligible Spouse: (1) whom the Insured has elected to cover under the Policy; (2) for whom premium has been paid; and (3) while covered under the Policy.

Invasive Cancer – means a disease which is manifested by the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. *For the purposes of this definition, it does NOT mean the following:*

1. pre-malignant lesions, benign tumors or polyps;
2. leukoplakia;
3. hyperplasia;
4. carcinoid;
5. any tumors in the presence of any human immuno-deficiency virus (HIV);
6. polycythemia;

7. stage 1 Hodgkin's disease;
8. stage A prostate cancer;
9. Duke's stage A colon cancer;
10. intraductal non-invasive breast cancer;
11. stage 0 or 1 transitional cell carcinoma of urinary bladder; and
12. Any skin cancer other than malignant melanoma with a depth of 1mm or deeper or greater than Clark level 2.
13. T₁N₀M₀ (TNM Classification System) papillary carcinoma of the thyroid less than 1 cm in diameter;
14. Chronic Lymphocytic Leukemia RAI stage 0;
15. In-Situ Cancer.

In-Situ Cancer – means carcinoma cancer that is confined to the organ where it first developed and has not spread to other parts of the body. In-Situ Cancer includes Stage 1 Hodgkin's disease.

Kidney (Renal) Failure – means end stage failure which: (1) presents as a chronic irreversible failure of at least one of the kidneys to function; and (2) necessitates treatment by regular renal dialysis or kidney transplant.

Loss of Sight, Speech, or Hearing means the irreversible loss of sight in both eyes, the irreversible loss of the ability to speak, or the irreversible loss of hearing for all sounds in both ears.

Organ Transplant - means having undergone surgery as a recipient of a transplant as follows:

1. human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation; or
2. whole human organs limited to: heart, lung, liver, or pancreas because of the irreversible end stage failure of such organ.

*For the purpose of this definition, Organ Transplant does **NOT** mean:*

1. other stem cell transplant; or
2. part of an organ transplant .

Paralysis/Paralyzed – means Quadriplegia, Paraplegia, Hemiplegia or Uniplegia that is expected to last for a continuous period of 12 months or more from the either the date of the accident causing Paralysis or the date of the diagnosis of the Sickness causing Paralysis. “Quadriplegia” means the complete and irreversible Paralysis of both upper and lower limbs. “Paraplegia” means the complete and irreversible Paralysis of both lower limbs. “Hemiplegia” means the complete and irreversible Paralysis of the upper and lower limbs of the same side of the body. “Uniplegia” means the complete and irreversible paralysis of one limb. “Limb” means entire arm or entire leg.

Physician: a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.

Schedule means the [schedule found in the beginning of this certificate][[enrollment][Individual Application] form attached to this certificate][[enrollment form]][[Individual Application] on file with the Policyholder]².

Severe Burn/Severely Burned means cosmetic disfigurement of at least 20% of the surface of a body area due to an Injury that is a second degree, partial thickness burn or a third-degree, full-thickness burn, as determined by a Physician. (A second degree, partial thickness burn, is the destruction of the skin through the epidermal layers, extending into the dermis layer; a third degree, full-thickness burn is the destruction of the skin through the entire thickness or depth of the dermis and possibly into underlying tissues, with loss of fluid and sometimes shock, by means of exposure to fire, heat, caustics, electricity or radiation).

Sickness means an illness or disease which requires treatment by a Physician.

Stroke – means: (1) a cerebrovascular incident caused by infarction of brain tissue, cerebral hemorrhage, thrombosis, or embolization from an extra-cranial source lasting more than [24] hours; and (2) producing measurable neurological deficit persisting for at least [30] days following the occurrence of the Stroke. The following are not considered Strokes:

1. Transient Ischemic Attacks (TIAs)
2. Vertebro-Basilar Insufficiency
3. Incidental Findings on imaging studies

Transient Ischemic Attack (TIA) means a neurological condition or event with the signs and symptoms of a stroke, but which disappear within a short period of time with no residual signs, symptoms, deficits, or abnormalities that are revealed or shown on neuroimaging studies.]

EFFECTIVE AND TERMINATION DATES

Option 1 Medically Underwritten Plans

Insured's Effective Date. A person in an Eligible Class of Persons shown in the Schedule is required to apply for insurance under the Policy and such person's coverage will become effective on the latest of the following dates:

1. the Policy Effective Date;
2. [the first day of the month following]the date the person becomes a member on an Eligible Class of Persons;
3. the date for which the first premium for the person's coverage is paid;
4. the Coverage Effective Date shown in the Schedule;
5. [the first day of the month following]the date the person's Individual Application is approved by the Company.

Insured Dependent's Effective Date. An Eligible Dependent's coverage under the Policy will become effective on the latest of the following dates:

1. the Policy Effective Date;
2. the Insured's effective date of insurance;
3. the date for which the first premium for dependent coverage is paid;
4. [the first day of the month following]the date the Insured elects dependent coverage under the Policy;
5. the Coverage Effective Date shown in the Schedule;
6. [the first day of the month following]the date the Company approves the Insured's Individual Application for dependent coverage.]]¹

Option 2 – Guarantee Issue Plans

Insured's Effective Date. Coverage for a person in an Eligible Class of Persons shown in the Schedule will become effective as follows.

[If Non-Contributory]

No enrollment is required if a person is not required to contribute towards the cost of coverage. Such person's coverage will become effective on the latest of the following dates.

1. the Policy Effective Date;
2. [the first day of the month following]the date the person becomes a member of an Eligible Class of Persons;
3. the date for which the first premium for the person's coverage is paid;
4. the Coverage Effective Date shown in the Schedule.]]¹

[If Contributory]

A person is required to enroll for coverage for which he or she is required to contribute towards the cost of coverage. Such person's coverage will become effective on the latest of the following dates:

1. [the first day of the month following]the date the person's enrollment form is received by the Company[, if such date is within 31 days of the date he or she becomes a member of an Eligible Class of Persons];
2. the date for which the first premium for the person's coverage is paid;
3. the Coverage Effective Date shown in the Schedule;
4. the Policy Effective Date.]]¹

Insured Dependent's Effective Date. An Insured Dependent's coverage under the Policy will become effective on the latest of the following dates:

1. the Policy Effective Date;
2. the Insured's effective date of insurance;
3. the date for which the first premium for the dependent's coverage is paid;
4. [the first day of the month following]the date the Insured elects dependent coverage under the Policy[;
5. [the first day of the month following]the date the Company receives the enrollment for insurance and any required Evidence of Insurability, if application is made more than 31 days after the dependent's eligibility date.]]¹

Use with either of the above scenarios

Newborn children are automatically covered from the moment of birth, and adopted children are covered from the earlier of the date of placement or final decree of adoption. If an Insured is not enrolled for Dependent Child coverage and such Insured desires uninterrupted coverage for a newborn or adopted child, the Insured must notify the Company within 31 days of the child's birth or the earlier of the date of placement or final decree of adoption. Upon notification, the Company will convert coverage under the Policy to include Dependent Child coverage and advise the Insured of the additional premium due. If Dependent Child coverage is in force, it is not necessary to notify the Company of the birth or adoption of a child and an additional premium payment is not required.

[If a husband and wife are both eligible to be covered as Insureds, one but not both, is eligible for dependent coverage for their Eligible Dependent Children. The other spouse may elect single coverage only.]]¹

[Actively At Work Requirement

If a person is not actively at work on the last scheduled work day coincident with or preceding the date his or her insurance would otherwise become effective, insurance will not be effective until the date such person returns to and remains actively at work.]]¹

[If an Eligible Dependent is unable to engage in the normal activities of a person in good health of like age and sex on the date the insurance would otherwise become effective, coverage will not be effective until the date such person is able to engage in the normal activities of a person in good health of like age and sex. [This will not apply to an Eligible Dependent Child who is incapable of self-sustaining employment by reason of mental or physical incapacity, and who is primarily dependent on the Insured for support and maintenance.]]¹

[Late Entrants

[If a person does not enroll within 31 days after becoming a member of an Eligible Class of Persons shown in the Schedule, he or she must meet the Evidence of Insurability Requirement.] [If a person does not enroll within 31 days after becoming a member of an Eligible Class of Persons shown in the Schedule, he or she may only apply for coverage during the *open enrollment period* or within 31 days of a change in family status. The date that insurance takes effect will be the first of the month following the *open enrollment period* or *change in family status*. Evidence of Insurability may be required.]]¹

[Evidence of Insurability Requirement

Evidence of insurability is required for:

- [a person who enrolls for insurance more than 31 days after the date he or she becomes eligible;]
- an Insured who voluntarily canceled insurance and who is reapplying;
- a person who is applying after coverage ended due to non-payment.]]¹

[Change in Family Status

A Change in Family Status means:

1. marriage, or the birth or adoption of a child, or becoming the legal guardian of a child;
2. death of or divorce from a spouse;
3. death of or emancipation of a child;

4. spouse's loss of employment which results in a loss of group insurance;
5. [change in the Insured's classification from part-time to full-time or from full-time to part-time.]]¹

[Open Enrollment. The open enrollment period is a period of time agreed upon by the Policyholder and the Company, during which: (a) members of an Eligible Class of Persons may apply for insurance; and (b) Insureds may elect to make changes in their amount of insurance or apply for additional insurance.]]¹

Effective Date of Changes. Any change in coverage will take effect on the [[first day of the month following the] date of such change][Policy Anniversary Date immediately following the date of such change]¹.

[If the Insured is not actively at work on last scheduled work day coincident with or preceding the date that an increase in his or her coverage is to take effect, such increase will be effective on [the first day of the month following]the date the Insured returns to active work. [If an Insured Dependent is unable to engage in the activities of a person in good health of like age and sex on the date any increase in his or her insurance would otherwise become effective, such increase will not be effective until the [first day of the month following the]date such Insured Dependent is able to engage in normal activities of a person in good health of like age and sex.]]¹

Insured's Termination Date. An Insured's coverage under the Policy ends on the earliest of: (1) the date the Policy is terminated; (2) the premium due date if premiums are not paid when due; (3) attainment of age [65, 70, 75]; (5) the date the Insured requests, in writing, that his or her coverage be terminated; (4) the date the Insured ceases to be eligible for coverage under the Policy.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under the Policy.

[Reinstatement of Insurance. If insurance ends because the Insured ceases to be eligible for coverage, coverage may be reinstated and no additional waiting period will apply if, within [six months] after the date the insurance ends, the Insured becomes a member of an Eligible Class of Persons.]]¹

[Exception to Termination of Insurance. If premium payments are continued on a basis that precludes individual selection, an Insured who ceases to be a member of any Eligible Class of Persons may still be regarded as in an Eligible Class of Persons if the Insured is on temporary lay-off or leave of absence or due to an authorized family or medical leave, for the full period of the leave, but not for more than [twelve months] in a row unless a longer period is agreed to by the Company and the Policyholder.

The portion of premium payments paid by the Insured, if any, must continue to be paid during any period of leave as described above for coverage to remain in force.]]¹

Insured Dependent's Termination Date. An Insured Dependent's coverage under the Policy ends on the earliest of: (1) the date the Insured's coverage ends; (2) the premium due date if premiums for the Insured Dependent are not paid when due; (3) attainment of age [65, 70, 75]; (4) the date the Insured requests, in writing, that coverage for the Insured Dependent be terminated; (5) the date the Insured Dependent ceases to be an Eligible Dependent.

Termination of coverage will not affect a claim for a covered loss which is incurred while the Insured Dependent's coverage was in force under the Policy.

[CONTINUATION] [AND] [PORTABILITY]¹

[Continuation of Coverage. If an Insured Person's coverage terminates for any reason except for non-payment of premium or termination of the Policy, such Insured Person may elect to continue coverage under the Policy provided he or she has not attained age [65, 70, 75]. To elect continued coverage, the Insured Person must make the election within 31 days of termination and pay all required premiums for the continued coverage.

Continued coverage is subject to all of the provisions and limitations of the Policy. Premiums for continued coverage will be billed directly to the terminated individual on a quarterly, semi-annual or annual basis, as elected by the Insured Person. Coverage continued under this provision will end when the Policy terminates or the last period for which premium is paid, whichever comes first.

[The Insured Person may elect to convert his or her continued coverage at any time while such coverage is in force as set forth in the Portability provision. If continued coverage terminates for any reason other than non-payment of premium, the Insured Person may be eligible to convert his or her coverage as set forth in the Portability provision.]¹

[Portability. If the Insured Person's coverage ends for any reason except non-payment of premium, the Insured Person may elect to convert his or her coverage to another Group Policy (the Portability Policy) offered by the Company or an affiliate of the Company provided he or she has not attained age [65, 70, 75]. The Insured Person must: (a) make such election within 31 days after coverage ends under the Policy, and (b) agree to pay the entire premium for such coverage.

Coverage will be subject to all of the provisions and limitations of the Portability Policy, including reductions for age or termination at age [65, 70, 75]. Premium rates for coverage under the Portability Policy will be based on the Insured Person's age[, sex] [and] [smoking status] at the time of election of this option and at renewal. Coverage provided under this provision will end when the Portability Policy terminates but will continue through the last period for which premiums have been paid. Premiums will be billed directly to the Insured Person on a quarterly, semi-annual or annual basis, as elected by the Insured Person.]¹

[PREMIUM

Premiums. The Company provides insurance in return for premium payments.[The premium shown in the Schedule is payable to the Company in the manner described in the Schedule.]² The Company may change the required premiums due by giving the Policyholder at least [31]³ days advance written notice. The Company may also change the required premiums at any time when any change affecting rates is made in the Policy.

Grace Period. A Grace Period of [31]³ days will be provided for the payment of any premium due after the first. An Insured Person's coverage will not be terminated for nonpayment of premium during the Grace Period if all premiums due are paid by the last day of the Grace Period. An Insured Person's coverage will terminate on the last day of the period for which all premiums have been paid if all premiums due are not paid by the last day of the Grace Period.

If the Company expressly agrees to accept late payment of a premium without terminating coverage under the Policy, the Company does so in accordance with the Noncompliance with Policy Requirements provision of the General Provisions section.

No Grace Period will be provided if the Company receives notice to terminate the Insured Person's coverage under the Policy prior to a premium due date.]¹

BENEFITS AND COVERAGES

HEALTH SCREENING BENEFIT

The Company will pay the Per Test Amount under Health Screening Benefit shown in the Schedule of Benefits when an Insured Person undergoes routine examinations or other preventive testing. Services covered are: blood test for triglycerides; breast ultrasound; chest x-ray; colonoscopy; electrocardiogram; fasting blood glucose test; flexible sigmoidoscopy; hemocult stool analysis; mammography; Pap test; PSA (blood test for prostate cancer); serum cholesterol test to determine level of HDL and LDL; serum protein electrophoresis (blood test for myeloma); bone marrow; CA 125 blood test; CA 15-3 blood test for breast cancer; CEA blood test for colon cancer and cervical cancer screening, stress test (bicycle or treadmill). Service must be under the supervision of or recommended by a Physician, received while the Insured Person's coverage under the Policy is in force, and a charge must be incurred. No benefit is payable for any tests in excess of the Test Frequency Maximum shown in the Schedule of Benefits.]¹

CRITICAL ILLNESS DIAGNOSIS BENEFIT

If, while coverage under the Policy is in force, an Insured Person is Diagnosed with a Critical Illness by a Physician, the Company will pay a benefit, subject to the [Reduction Schedule and] ¹ Benefit Payment Conditions listed below. [Once a Critical Illness has been so Diagnosed and a First Diagnosis Benefit has become payable to an Insured Person for that Critical Illness, no benefits are payable for that Insured Person with respect to the Diagnosis of any other Critical Illness.]² [Once a Critical Illness has been so Diagnosed and a First Diagnosis Benefit has become payable to an Insured Person for that Critical Illness, a First Diagnosis Benefit for a separate and subsequently Diagnosed Critical Illness will not be payable unless that subsequently Diagnosed Critical Illness is medically unrelated to the previously Diagnosed Critical Illness.]² [Once a Critical Illness has been so Diagnosed and a First Diagnosis Benefit has become payable to an Insured Person for that Critical Illness, Recurrence Benefit(s) may become payable for a recurrence of that same Critical Illness but no benefits are payable for that Insured Person with respect to the Diagnosis of any other Critical Illness.]² [Once a Critical Illness has been so Diagnosed and a First Diagnosis Benefit has become payable to an Insured Person for that Critical Illness, Recurrence Benefit(s) may become payable for a recurrence of that same Critical Illness but a First Diagnosis Benefit for a separate and subsequently Diagnosed Critical Illness will not be payable unless that subsequently Diagnosed Critical Illness is medically unrelated to the previously Diagnosed Critical Illness.]²

Benefit Payment Conditions

Payment of benefits upon the first Diagnosis of the Critical Illnesses listed below is subject to the following:

1. the Diagnosis is made within the United States;
2. the Diagnosis is made while the Insured Person's coverage is in force under the Policy;
3. payment is not precluded by any general or specific exclusion or limitation set forth in this Certificate or any failure to meet any condition precedent set out below;
- [4. the Insured Person survives for at least 30 days after the date the Critical Illness is Diagnosed.]³

• [Invasive Cancer

First Diagnosis. If an Insured Person is first Diagnosed with Invasive Cancer more than [0-90] days after the Coverage Effective Date, the Company will pay the Benefit Amount for Invasive Cancer shown in the Schedule of Benefits.

[*Recurrence.* If a First Diagnosis Benefit for Invasive Cancer has been paid to or on behalf of an Insured Person under the Policy and, more than [3-24] months following the first Diagnosis, such Insured Person is Diagnosed as having had a subsequent occurrence of Invasive Cancer, the Company will pay the Recurrence Benefit Amount for Invasive Cancer shown in the Schedule of Benefits.]]⁴

• [In-Situ Cancer

First Diagnosis. If an Insured Person is first Diagnosed with In-Situ Cancer [more than [0-90] days] after the Coverage Effective Date, the Company will pay the Benefit Amount for In-Situ Cancer shown in the Schedule of Benefits.

[*Recurrence.* If a First Diagnosis Benefit for In-Situ Cancer has been paid to or on behalf of an Insured Person under the Policy and, more than [3–24] months following the first Diagnosis, such Insured Person is Diagnosed as having had a subsequent occurrence of In-Situ Cancer the Company will pay the Recurrence Benefit Amount for In-Situ Cancer shown in the Schedule of Benefits.]]⁴

- **[Heart Attack**

First Diagnosis. If an Insured Person is Diagnosed as having suffered a Heart Attack [more than [0-90] days] after the Coverage Effective Date, the Company will pay the Benefit Amount shown for Heart Attack in the Schedule of Benefits.

[*Recurrence.* If a First Diagnosis Benefit for Heart Attack has been paid to or on behalf of an Insured Person under the Policy and, more than [3–24] months following the first Diagnosis, such Insured Person is Diagnosed as having had a subsequent Heart Attack, the Company will pay the Recurrence Benefit Amount for Heart Attack shown in the Schedule of Benefits.]]⁴

- **[Kidney (Renal) Failure**

First Diagnosis. If an Insured Person is first Diagnosed with Kidney (Renal) Failure [more than [0-90] days] after the Coverage Effective Date, the Company will pay the Benefit Amount for Kidney (Renal) Failure shown in the Schedule of Benefits.

[*Recurrence.* If a First Diagnosis Benefit for Kidney (Renal) Failure has been paid to or on behalf of an Insured Person under the Policy and, more than [3–24] months following the first Diagnosis, such Insured Person is Diagnosed as having had subsequent Kidney (Renal) Failure, the Company will pay the Recurrence Benefit Amount for Kidney (Renal) Failure shown in the Schedule of Benefits.]]⁴

- **[Coronary Artery Bypass**

First Diagnosis. If an Insured Person is first Diagnosed with a condition that necessitates a Coronary Artery Bypass and receives the Coronary Artery Bypass, [more than [0-90] days] after the Coverage Effective Date, the Company will pay the Benefit Amount for Coronary Artery Bypass shown in the Schedule of Benefits.

[*Recurrence.* If a First Diagnosis Benefit for Coronary Artery Bypass has been paid to or on behalf of an Insured Person under the Policy and, more than [3–24] months following the first Diagnosis, such Insured Person is Diagnosed with a subsequent condition that necessitates a Coronary Artery Bypass and receives the Coronary Artery Bypass, the Company will pay the Recurrence Benefit Amount for Coronary Artery Bypass shown in the Schedule of Benefits.]]⁴

- **[Stroke**

First Diagnosis. If an Insured Person is first Diagnosed with having suffered a Stroke [more than [0-90] days] after the Coverage Effective Date, the Company will pay the Benefit Amount for Stroke shown in the Schedule of Benefits.

[*Recurrence.* If a First Diagnosis Benefit for Stroke has been paid to or on behalf of an Insured Person under the Policy and, more than [3–24] months following the first Diagnosis, such Insured Person is Diagnosed as having had a subsequent Stroke, the Company will pay the Recurrence Benefit Amount for Stroke shown in the Schedule of Benefits.]]⁴

- **[ADL Deficit**

First Diagnosis. If an Insured Person is first Diagnosed as having an ADL Deficit [more than [0-90] days] after the Coverage Effective Date, the Company will pay the Benefit Amount for ADL Deficit shown in the Schedule of Benefits.]

- **[Organ Transplant]**

First Diagnosis. If an Insured Person is first Diagnosed as needing an Organ Transplant and such Insured Person undergoes the Organ Transplant [more than [0-90] days] after the Coverage Effective Date, the Company will pay the Benefit Amount for Organ Transplant shown in the Schedule of Benefits.]]⁴

- **[Coma]**

First Diagnosis. If an Insured Person is first Diagnosed as being Comatose [more than [0-90] days] after the Coverage Effective Date, the Company will pay the Benefit Amount for Coma shown in the Schedule of Benefits.]]⁴

- **[Loss of Sight, Speech or Hearing]**

First Diagnosis. If an Insured Person is first Diagnosed as having suffered Loss of Sight, Speech or Hearing [more than [0-90] days] after the Coverage Effective Date, the Company will pay the Benefit Amount for Loss of Sight, Speech or Hearing shown in the Schedule of Benefits.]]⁴

- **[Paralysis]**

First Diagnosis. If an Insured Person is first Diagnosed as being Paralyzed [more than [0-90] days] after the Coverage Effective Date, the Company will pay the Benefit Amount for Paralysis shown in the Schedule of Benefits.]]⁴

- **[Severe Burn]**

First Diagnosis. If an Insured Person is first Diagnosed as having suffered a Severe Burn [more than [0-90] days] after the Coverage Effective Date, the Company will pay the Benefit Amount for Severe Burn shown in the Schedule of Benefits.]]⁴

Diagnostic Requirements

- **All Critical Illnesses** – The Company reserves the right to have any Critical Illness Diagnosis reviewed by a Physician of its choosing. In the event of any dispute or disagreement regarding the appropriateness or correctness of the Diagnosis, the Company shall have the right to request an examination of either the Insured Person or the evidence used in arriving at such Diagnosis by an independent acknowledged expert selected by the Company in the applicable field of medicine.

The opinion of such expert as to such Diagnosis shall be binding on both the Insured Person and the Company.

- **[Invasive Cancer and In-Situ Cancer]** – must be positively Diagnosed by a Physician certified to practice pathological anatomy or osteopathic pathology, upon the basis of a microscopic examination of fixed tissues, or preparations from the hemic system. Such Diagnosis shall be based solely on the accepted criteria of malignancy after a study of the histocytologic architecture or pattern of the suspected tumor, tissue and/or specimen. Clinical Diagnosis alone does not meet this standard.]]⁴
- **[Heart Attack]** – The Diagnosis of Heart Attack must be based on an event which contains all of the following criteria: (1) associated new electrocardiographic (EKG) changes which support the

Diagnosis; (2) concurrent diagnostic elevation of cardiac enzymes above normal levels; and (3) confirmatory imaging studies such as thallium scans, MUGA scans, or stress echocardiograms.]⁴

- **[Kidney (Renal) Failure** – The Diagnosis of End Stage Renal Disease must be based on chronic irreversible failure of the function of at least one kidney requiring regular hemodialysis or necessitating a kidney transplant.]⁴
- **[Coronary Artery Bypass** - The Diagnosis of the condition that necessitates the need for a Coronary Artery Bypass must be made by a cardiologist and based on angiographic evidence of the underlying disease.]⁴
- **[Stroke** – The Diagnosis of Stroke must be made by a licensed neurologist and based on documented neurological deficits and confirmatory neuroimaging studies.]⁴
- **[ADL Deficit** – The Diagnosis must indicate that the condition is expected to be permanent. The Insured Person must continue to be under the regular and appropriate care of a Physician.]⁴
- **[Coma** – The Diagnosis of Coma must indicate that permanent neurological deficit is present.]⁴
- **[Loss of Sight, Speech or Hearing** – The Diagnosis of Loss of Sight, Speech, or Hearing must be made by a licensed professional or specialist in the applicable field of medicine. The Diagnosis of Loss of Sight must indicate that corrective visual acuity is greater than 20/200 in both eyes or the field of vision is less than 200 degrees in both eyes. The Diagnosis of Loss of Speech must include documented evidence of the illness for the continuous 12-month period prior to the Diagnosis. The Diagnosis of Loss of Hearing must be established by an audiometric and auditory threshold test. The auditory threshold cannot be more than 90 decibels while utilizing a hearing aid.]⁴
- **[Paralysis** – The Diagnosis of Paralysis must include documented evidence of the illness or injury that caused the Paralysis.]⁴

LIMITATIONS AND EXCLUSIONS

[Reduction Schedule

The amount payable for a Critical Illness will be reduced by 50% if an Insured Person is age [65, 70, 75] or older on the date the benefit becomes payable.

“Age” as used above refers to the age of the Insured Person on the Insured Person's most recent birthday, regardless of the actual time of birth.]¹

[Pre-Existing Condition Limitation

Benefits under this Policy are not payable in connection with a Pre-Existing Condition during the initial [12, 24] consecutive months the Insured Person has been enrolled for coverage under this Policy. A Critical Illness resulting from a Pre-Existing Condition Commencing thereafter will be covered unless otherwise excluded by this Policy.

A pre-Existing Condition means an Injury or Sickness for which you incurred charges, received medical treatment, consultation, care or services, including diagnostic measures, took prescribed drugs or medicines, or had symptoms for which an ordinarily prudent person would have consulted a Physician during the [12, 24] months immediately preceding the Coverage Effective Date under this Policy.]²

Exclusions

This Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

- (a) the Insured Person's suicide, or intentional self inflicted Injury or Sickness, while sane or insane.
- (b) the Insured Person's being under the influence of an excitant, depressant, hallucinogen, narcotic, other drug; or intoxicant including those taken as prescribed by a Physician.
- (c) the Insured Person's commission of or attempt to commit an assault or felony.
- (d) the Insured Person's engaging in an illegal activity or occupation.
- (e) the Insured Person's voluntary participation in a riot.
- (f) any illness, loss or condition specifically excluded from the definition of any Critical Illness.
- (g) war, whether declared or not
- (h) balloon angioplasty, laser relief of an obstruction, and/or other intra-arterial procedure.
- [(i) any Injury or Sickness covered under any state or federal Worker's Compensation, Employer's Liability law or similar law.]³

CLAIMS PROVISIONS

Notice of Claim. Written notice of claim must be given to the Company within [20]¹ days after an Insured Person's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at [American International Companies®, Accident and Health Claims Division, P. O. Box 15701, Wilmington, DE 19850-5701], with information sufficient to identify the Insured Person, is deemed notice to the Company.

Claim Forms. The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within [15]¹ days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

Proof of Loss. Written proof of loss must be furnished to the Company within [90]¹ days after the date of the loss. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

Payment of Claims. Upon receipt of due written proof of death, payment for loss of life of an Insured Person will be made to the Insured Person's beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured Person suffering the loss. If an Insured Person dies before all payments due have been made, the amount still payable will be paid to his or her beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$[1,000]² may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

Time of Payment of Claims. Benefits payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon the Company's receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

GENERAL PROVISIONS

Entire Contract; Changes. The Policy, the Application(s), this Certificate, the Insured's enrollment forms, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured Person will be considered representations and not warranties. No written statement made by an Insured Person will be used in any

contest unless a copy of the statement is furnished to the Insured Person or his or her beneficiary or personal representative.

No change in the Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to the Policy. No agent may change the Policy or waive any of its provisions.

Incontestability. After an Insured Person has been insured under the Policy for [two]¹ years during his or her lifetime, no statement made by the Insured Person, except a fraudulent one, will be used to contest a claim under the Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the Insured Person and a copy is given to the Policyholder, the Insured Person or the beneficiary.

Insured's Beneficiary Designation and Change. The Insured's designated beneficiary(ies) is (are) the person(s) so named by the Insured as shown on the [Company's][Policyholder's] records kept on the Policy.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the [Company][Policyholder] with a written request for change. When the request is received by the [Company][Policyholder], whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

If there is no designated beneficiary or no designated beneficiary is living after the Insured's death, the benefits will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

[Insured Dependent's Beneficiary Designation and Change. The Insured Dependent's beneficiary is the Insured unless the Insured has named a different beneficiary(ies) for the Insured Dependent's coverage as shown on the [Company's][Policyholder's] records kept on the Policy.

An Insured over the age of majority and legally competent may change the beneficiary designation for an Insured Dependent's coverage at any time, unless an irrevocable beneficiary designation has been made, without the consent of the Insured Dependent or the designated beneficiary(ies) by providing the [Company][Policyholder] with a written request for change. When the request is received by the [Company][Policyholder], whether the Insured or the Insured Dependent is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any premium made by it prior to receipt of the request.[If no beneficiary is living on the date of an Insured Dependent's death, the beneficiary is the Insured's estate.]²

Physical Examination and Autopsy. The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions. No action at law or in equity may be brought to recover on the Policy prior to the expiration of [60]¹ days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of [three] years after the time written proof of loss is required to be furnished.

Noncompliance with Policy Requirements. Any express waiver by the Company of any requirements of the Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

Conformity with State Statutes. Any provision of the Policy which, on its effective date, is in conflict with the statutes of the state in which the Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

Workers' Compensation. The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

Clerical Error. Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured Person if that insurance would otherwise have been in effect nor extend the insurance of any Insured Person if that insurance would otherwise have ended or been reduced as provided in the Policy.

Assignment. [An Insured may not assign any of his or her rights, privileges or benefits under the Policy.] [An Insured may assign all of his or her rights, privileges and benefits under the Policy without the consent of his or her designated beneficiary. The Company is not bound by an assignment until the Company receives and files a signed copy. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.]³

Misstatement of Age. If premiums for the Insured Person are based on age and the Insured Person's age has been misstated, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured Person is insured are based on age and the Insured Person's age has been misstated, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

SERFF Tracking Number: AMGN-126967747 State: Arkansas
Filing Company: American General Life Insurance Company of Delaware State Tracking Number: 47903
Company Tracking Number:
TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
Product Name: Group Health
Project Name/Number: Sutherland Filings/

Supporting Document Schedules

| | Item Status: | Status Date: |
|--|--------------|--------------|
| Bypassed - Item: Flesch Certification | Disapproved | 07/15/2011 |
| Bypass Reason: N/A | | |
| Comments: | | |

| | Item Status: | Status Date: |
|--------------------------------------|--------------|--------------|
| Satisfied - Item: Application | Disapproved | 07/15/2011 |
| Comments: | | |

The applications for these two certificates have already been approved. The Individual Application used for the Group Accident and Sickness policy is form number N20004 and it was approved on August 25, 2005.

The individual application for the Group Critical Illness policy is form number GCI50004-0605 and it was approved on September 9, 2005.

| | Item Status: | Status Date: |
|--|--------------|--------------|
| Bypassed - Item: Health - Actuarial Justification | Disapproved | 07/15/2011 |
| Bypass Reason: This is not an individual health product filing. | | |
| Comments: | | |

| | Item Status: | Status Date: |
|--|--------------|--------------|
| Bypassed - Item: Outline of Coverage | Disapproved | 07/15/2011 |
| Bypass Reason: This is not an individual health product filing. | | |
| Comments: | | |

| | Item Status: | Status Date: |
|--|--------------|--------------|
| Bypassed - Item: PPACA Uniform Compliance | Disapproved | 07/15/2011 |

SERFF Tracking Number: AMGN-126967747 State: Arkansas

Filing Company: American General Life Insurance Company of Delaware State Tracking Number: 47903

Company Tracking Number:

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Group Health

Project Name/Number: Sutherland Filings/
Summary

Bypass Reason: This is not PPACA related.

Comments:

| | | Item Status: | Status Date: |
|---|---|---------------------|-------------------------|
| Satisfied - Item: | UTBA Bylaws and Articles of Incorporation | Disapproved | 07/15/2011 |
| Comments: | | | |
| Attachments: | | | |
| UTBA Bylaws.pdf | | | |
| NoReply@nacdomain.com_20100914_134749.pdf | | | |
| NoReply@nacdomain.com_20100914_134913.pdf | | | |

| | | Item Status: | Status Date: |
|--------------------------|-------------|---------------------|-------------------------|
| Satisfied - Item: | NRWA Bylaws | Disapproved | 07/15/2011 |
| Comments: | | | |
| Attachment: | | | |
| URWA Bylaws.pdf | | | |

**BY-LAWS OF
"UNIVERSAL TRUCKING BENEFITS ASSOCIATION, INC."**

**ARTICLE I
PURPOSES**

The purpose of "UNIVERSAL TRUCKING BENEFITS ASSOCIATION, INC." ("association") is: "Educational" as stated in the Certificate of Incorporation; as well as any powers as are now or may hereafter be granted by the General Not-For-Profit Law of the State of Illinois.

**ARTICLE II
OFFICES**

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

**ARTICLE III
MEMBERS**

Section 1. Classes of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.
2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

Section 2. Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3. Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the State of Illinois as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Illinois as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally, by mail or through the internet, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it

appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and

3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and be members of the Association.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Illinois for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered either personally, by mail or through the internet, to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such

meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of the Board of Directors or of the committee as the case may be.

The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

ARTICLE VI OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President,

and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the

Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

ARTICLE IX CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

ARTICLE XI DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

ARTICLE XII FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

ARTICLE XIII SEAL

The Board of Directors may provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

ARTICLE XIV WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Illinois under the provisions of the Articles of

Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

ARTICLE XVI INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

ARTICLE XVII DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

4660 0162

2004R38973

FORM NFP 110.30 (rev. Dec. 2003)

ARTICLES OF AMENDMENT

General Not For Profit Corporation Act

Jesse White, Secretary of State
 Department of Business Services
 Springfield, IL 62756
 Telephone (217) 782-1832
 http://www.cyberdriveillinois.com

Remit payment in the form of a
 check or money order payable
 to the Secretary of State.

FILED

JUN 22 2004

JESSE WHITE
 SECRETARY OF STATE

STATE OF ILLINOIS
 MADISON COUNTY
 FILED FOR RECORD IN
 THE RECORDERS OFFICE

06-29-2004 02:59:48 P

DANIEL R. DONOHOO
 RECORDER

DOC. FEE: 18.00
 PAGES: 2

File #

601471871

Filing Fee: \$25.00

Approved: 

Submit in duplicate

Type or Print clearly in black ink

Do not write above this line

1. Corporate name (Note 1):

Independent Web Browsers of America

2. Manner of adoption of amendment:

The following amendment of Articles of Incorporation was adopted on June 18, 2004 in the manner indicated below (Check one only):
 (Month, Day & Year)

☐ By affirmative vote of a majority of the directors in office, at a meeting of the board of directors, in accordance with Section 110.15. (Note 2)

☐ By written consent, signed by all the directors in office, in compliance with Sections 110.15 and 108.45 (Note 3)

☒ By members at a meeting of members entitled to vote by the affirmative vote of the members having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the articles of incorporation or the bylaws, in accordance with Section 110.20. (Note 4)

☐ By written consent signed by members entitled to vote having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the articles of incorporation, or the bylaws, in compliance with Sections 107.10 and 110.20. (Note 5)

3. Text of amendment

(a.) When an amendment effects a name change, insert the new corporate name below. Use 3 (b) below for all other amendments. *Article 1: The name of the corporation is:

Universal Retail & Wholesale Association

(New Name)

(b) All amendments other than name change.

(If amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety.) If there is not sufficient space to add the full text of the amendment, add one or more sheets of this size.

(COMPLETE ITEM 4 OR, IF APPLICABLE, ITEM 5.) ALL SIGNATURES MUST BE IN BLACK INK.

4. The undersigned corporation has caused these articles to be signed by duly authorized officer, who affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated

June 19

(Month & Day)

2004

(Year)

Independent Web Browsers of America

(Exact Name of Corporation)

(Any Authorized Officer's Signature)

Tina Kompon, President

(Print Name and Title)

5. If there are no duly authorized officers, then the persons designated under Section 101.10(b)(2) must sign below and print name and title.

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

Dated _____ (Month, Day & Year)

Signature

Print Name and Title

NOTES

- Note 1:** State the true and exact corporate name as it appears on the records of the Secretary of State, BEFORE any amendment herein reported.
- Note 2:** Directors may adopt amendments without member approval only when the corporation has no members, or no members entitled to vote pursuant to §110.15
- Note 3:** Director approval may be (1) by vote at a director's meeting (*either annual or special*) or (2) by consent, in writing, without a meeting.
- Note 4:** All amendments not adopted under Sec. 110.15 require (1) that the board of directors adopt a resolution setting forth the proposed amendment and (2) that the members approve the amendment.
- Member approval may be (1) by vote at a members meeting (*either annual or special*) or (2) by consent, in writing, without a meeting.
- To be adopted, the amendment must receive the affirmative vote or consent of the holders of at least 2/3 of the outstanding members entitled to vote on the amendment, (*but if class voting applies, then also at least a 2/3 vote within each class is required*).
- The articles of incorporation may supersede the 2/3 vote requirement by specifying any smaller or larger vote requirement not less than a majority of the outstanding votes of such members entitled to vote and not less than a majority within each when class voting applies. (Sec. 110.20)
- Note 5:** When member approval is by written consent, all members must be given notice of the proposed amendment at least 5 days before the consent is signed. If the amendment is adopted, members who have not signed the consent must be promptly notified of the passage of the amendment. (Sec. 107.10 & 110.20)

em
let
NAC
1819 Clarkson Rd.
Chesterfield, MO
63017

End Of Document



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

JUNE 22, 2004

6147-187-1

TIMOTHY TRUNNELL
707 VIVIAN
COLLINSVILLE, IL 62234

RE UNIVERSAL RETAIL & WHOLESALE ASSOCIATION

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND THE ARTICLES OF AMENDMENT FOR THE ABOVE NAMED CORPORATION.

FEES IN THIS CONNECTION HAVE BEEN RECEIVED AND CREDITED.

THE ENCLOSED DOCUMENT MUST BE RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY IN WHICH THE REGISTERED OFFICE OF THE CORPORATION IS LOCATED.

SINCERELY YOURS,

JESSE WHITE
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

JW:CD

NATIONAL ADMINISTRATION COMPANY, INC.

1819 CLARKSON ROAD, SUITE 301
CHESTERFIELD, MO 63017

ROYAL BANKS OF MISSOURI

SAINT LOUIS, MISSOURI
MEMBER FDIC
80-143/810

009169

6/25/2004

PAY TO THE ORDER OF Madison County Recorder of Deeds

**36.00

Thirty-Six and 00/100*****

DOLLARS

Madison County Recorder of Deeds
P O Box 308
Edwardsville, IL 62025

MEMO Un Retail & Wholesale Assn & MoneyLogic

Handwritten Signature: David L. Becker

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW.

⑈009169⑈ ⑆081001439⑆ 00475661⑈01

NATIONAL ADMINISTRATION COMPANY, INC.

009169

009169

4636 2755

2004R11071

File Number 6147-187-1

STATE OF ILLINOIS
MADISON COUNTY
FILED FOR RECORD IN
THE RECORDERS OFFICE

03-02-2004 10:16:30 A

DANIEL R. DONOHOO
RECORDER

DOC. FEE: 20.00
PAGES: 6

eat
Inti *NAC*

State of Illinois

Office of The Secretary of State

Whereas, ARTICLES OF INCORPORATION OF
INDEPENDENT WEB BROWSERS OF AMERICA
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
GENERAL NOT FOR PROFIT CORPORATION ACT OF ILLINOIS, IN FORCE
JANUARY 1, A.D. 1987.

20th Pock 8602

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 26TH day of JANUARY A.D. 2001 and of the Independence of the United States the two hundred and 25TH



Jesse White

Secretary of State

ARTICLES OF INCORPORATION

(Do Not Write in This Space)

http://www.sos.state.il.us

FILED**SUBMIT IN DUPLICATE**

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

DO NOT SEND CASH

Date 1-26-01

Filing Fee \$50

Approved *Bl*

JAN 26 2001

JESSE WHITE
SECRETARY OF STATE

TO: JESSE WHITE, Secretary of State

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986," the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

Article 1. The name of the corporation is: Independent Web Browsers of America

Article 2. The name and address of the initial registered agent and registered office are:

Registered Agent CT CORPORATION SYSTEM
 First Name Middle Name Last Name
 Registered Office 208 S. LA SALLE
 Number Street (Do not use P.O. Box)
CHICAGO IL 60604 COOK
 City ZIP Code County

Article 3. The first Board of Directors shall be 3 in number, their names and residential addresses being as follows: (Not less than three)

| Director's Names | Number | Street | Address City | State |
|------------------|--------|----------------------|--------------------|-------|
| Gary Johnston | 2544 | Christopher Oaks Ct. | St. Louis, MO | 63129 |
| Karen Boeker | 13 | Bordeaux Place | Lake St. Louis, MO | 63367 |
| Tracy MacIntosh | 2720 | Sunny Meadows Dr. | St. Charles, MO | 63303 |

Article 4. The purposes for which the corporation is organized are: (49)

Educational

Is this corporation a Condominium Association as established under the Condominium Property Act?
☐ Yes ☒ No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? ☐ Yes ☒ No (Check one)

Is this a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? ☐ Yes ☒ No

Article 5. Other provisions (please use separate page):

6147-1871

4636 2756

PAID
JAN 26 2001

1-26

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated January 22, 2001
(Month & Day) (Year)

SIGNATURES AND NAMES

1. [Signature]
Signature Gary Johnston
Name (please print)
2. [Signature]
Signature Karen Boeker
Name (please print)
3. _____
Signature _____
Name (please print)
4. _____
Signature _____
Name (please print)
5. _____
Signature _____
Name (please print)

POST OFFICE ADDRESS

1. 2544 Christopher Oaks Ct.
Street St. Louis, MO 63129
City/Town State ZIP
2. 13 Bordeaux Place
Street Lake St. Louis, MO 63367
City/Town State ZIP
3. _____
Street _____
City/Town State ZIP
4. _____
Street _____
City/Town State ZIP
5. _____
Street _____
City/Town State ZIP

(Signatures must be in **BLACK INK** on original document. Carbon copied, photocopied or rubber stamped signatures may only be used on the true copy.)

- If a corporation acts as Incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in this State, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation which is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

FOR INSERTS - USE WHITE PAPER - SIZE 8 1/2 x 11

File No. _____

FORM NFP-102.10
ARTICLES OF INCORPORATION
under the
GENERAL NOT FOR PROFIT
CORPORATION ACT
of

SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
SPRINGFIELD, ILLINOIS 62756
TELEPHONE (217) 782-9522
782-9523

(These Articles Must Be Executed and Filed
in Duplicate)

Filing Fee \$50
C-157.11



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

JANUARY 26, 2001

6147-187-1

NATIONAL ADMINISTRATION COMPANY, INC.
1819 CLARKSON RD
CHESTERFIELD, MO 63017

RE INDEPENDENT WEB BROWSERS OF AMERICA

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND THE CERTIFICATE OF INCORPORATION OF THE ABOVE NAMED CORPORATION. THE CORPORATION IS REQUIRED TO FILE AN ANNUAL REPORT EACH YEAR. BLANK FORMS WILL BE MAILED BY THIS OFFICE TO THE REGISTERED AGENT AS SHOWN BY OUR FILES APPROXIMATELY 60 DAYS PRIOR TO ITS ANNIVERSARY MONTH. (ORIGINAL DATE OF INCORPORATION).

THE REQUIRED FEE OF \$50.00 IN THIS CONNECTION HAS BEEN RECEIVED AND PLACED TO YOUR CREDIT.

THE CERTIFICATE MUST BE RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY IN WHICH THE REGISTERED OFFICE OF THE CORPORATION IS LOCATED. FOR FURTHER INFORMATION CONTACT YOUR RECORDER OF DEEDS.

CERTAIN NOT FOR PROFIT CORPORATIONS ORGANIZED AS A CHARITABLE CORPORATION ARE REQUIRED TO REGISTER WITH THE OFFICE OF THE ATTORNEY GENERAL. UPON RECEIPT OF THE ENCLOSED ARTICLES OF INCORPORATION, YOU MUST CONTACT THE CHARITABLE TRUST DIVISION, OFFICE OF THE ATTORNEY GENERAL, 100 W. RANDOLPH, 3RD FLOOR, CHICAGO, ILLINOIS 60601 TELEPHONE (312) 814-2595.

SINCERELY,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

JW:CD

13



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0010326745

1662/0149 90 001 Page 1 of 3

2001-04-20 15:01:27

Cook County Recorder 25.50

File Number 6147-187-1

State of Illinois

Office of The Secretary of State

Whereas, ARTICLES OF INCORPORATION OF
INDEPENDENT WEB BROWSERS OF AMERICA
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
GENERAL NOT FOR PROFIT CORPORATION ACT OF ILLINOIS, IN FORCE
JANUARY 1, A.D. 1987.

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be
affixed the Great Seal of the State of Illinois,
at the City of Springfield, this 26TH
day of JANUARY A.D. 2001 and of
the Independence of the United States the two
hundred and 25TH



Jesse White

Secretary of State

SVE
30
MY

ARTICLES OF INCORPORATION

(Do Not Write in This Space)

http://www.sos.state.il.us

FILED

JAN 26 2001

JESSE WHITE
SECRETARY OF STATE

SUBMIT IN DUPLICATE

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

DO NOT SEND CASH!

Date 1-26-01

Filing Fee \$50

Approved fel

TO: JESSE WHITE, Secretary of State

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986," the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

Article 1. The name of the corporation is: Independent Web Browsers of America

Article 2: The name and address of the initial registered agent and registered office are:

Registered Agent CT CORPORATION SYSTEM
First Name Middle Name Last Name
Registered Office 208 S. KASALLE
Number Street (Do not use P.O. Box)
CHICAGO IL 60604 COOK
City ZIP Code County

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|------------------|--------|----------------------|--------------------|-------|
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| Karen Boeker | 13 | Bordeaux Place | Lake St. Louis, MO | 63367 |
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Article 4. The purposes for which the corporation is organized are:

Educational

Is this corporation a Condominium Association as established under the Condominium Property Act?
☐ Yes ☒ No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? ☐ Yes ☒ No (Check one)

Is this a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? ☐ Yes ☒ No

Article 5. Other provisions (please use separate page):

ARTICLES OF AMENDMENT

General Not For Profit Corporation Act

Jesse White, Secretary of State
 Department of Business Services
 Springfield, IL 62756
 Telephone (217) 782-1832
 http://www.cyberdriveillinois.com

Remit payment in the form of a
 check or money order payable
 to the Secretary of State.

FILED**MAY 12 2004**

JESSE WHITE
 SECRETARY OF STATE

2004R29648

STATE OF ILLINOIS
 MADISON COUNTY
 FILED FOR RECORD IN
 THE RECORDERS OFFICE

05-20-2004 10:16:08 A

DANIEL R. DONOHOO
 RECORDER

DOC. FEE: 18.00
 PAGES: 2

File #

601477055

Filing Fee: \$25.00

Approved: *lc*

Submit in duplicate

Type or Print clearly in black ink

Do not write above this line

1800 178983

1. Corporate name (Note 1): National Association of Web Users

2. Manner of adoption of amendment:

The following amendment of Articles of Incorporation was adopted on May 11, 2004 in the manner
 indicated below (Check one only): (Month, Day & Year)

☐ By affirmative vote of a majority of the directors in office, at a meeting of the board of directors, in accordance with Section 110.15. (Note 2)

☐ By written consent, signed by all the directors in office, in compliance with Sections 110.15 and 108.45 (Note 3)

☒ By members at a meeting of members entitled to vote by the affirmative vote of the members having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the articles of incorporation or the bylaws, in accordance with Section 110.20. (Note 4)

☐ By written consent signed by members entitled to vote having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the articles of incorporation, or the bylaws, in compliance with Sections 107.10 and 110.20. (Note 5)

3. Text of amendment

(a.) When an amendment effects a name change, insert the new corporate name below. Use 3 (b) below for all other amendments. *Article 1: The name of the corporation is:

Universal Trucking Benefits Association, Inc.
 (New Name)

(b) All amendments other than name change.

(If amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety.) If there is not sufficient space to add the full text of the amendment, add one or more sheets of this size.

(COMPLETE ITEM 4 OR, IF APPLICABLE, ITEM 5.) ALL SIGNATURES MUST BE IN BLACK INK.

encl

ret:

NAC
 1819 Clarkson RD
 Suite 301
 Chesterfield, MO 63017

4652 1669

4. The undersigned corporation has caused these articles to be signed by duly authorized officer, who affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated

May 12,

2004

National Association of Web Users

(Month & Day)

(Year)

(Exact Name of Corporation)

(Any Authorized Officer's Signature)

Tina Kompon, President

(Print Name and Title)

5. If there are no duly authorized officers, then the persons designated under Section 101.10(b)(2) must sign below and print name and title.

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

Dated _____ (Month, Day & Year)

Signature

Print Name and Title

NOTES

- Note 1:** State the true and exact corporate name as it appears on the records of the Secretary of State, BEFORE any amendment herein reported.
- Note 2:** Directors may adopt amendments without member approval only when the corporation has no members, or no members entitled to vote pursuant to §110.15
- Note 3:** Director approval may be (1) by vote at a director's meeting (*either annual or special*) or (2) by consent, in writing, without a meeting.
- Note 4:** All amendments not adopted under Sec. 110.15 require (1) that the board of directors adopt a resolution setting forth the proposed amendment and (2) that the members approve the amendment.
- Member approval may be (1) by vote at a members meeting (*either annual or special*) or (2) by consent, in writing, without a meeting.
- To be adopted, the amendment must receive the affirmative vote or consent of the holders of at least 2/3 of the outstanding members entitled to vote on the amendment, (*but if class voting applies, then also at least a 2/3 vote within each class is required*).
- The articles of incorporation may supersede the 2/3 vote requirement by specifying any smaller or larger vote requirement not less than a majority of the outstanding votes of such members entitled to vote and not less than a majority within each when class voting applies. (Sec. 110.20)
- Note 5:** When member approval is by written consent, all members must be given notice of the proposed amendment at least 5 days before the consent is signed. If the amendment is adopted, members who have not signed the consent must be promptly notified of the passage of the amendment. (Sec. 107.10 & 110.20)

End Of Document



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

MAY 12, 2004

6147-705-5

N A C
1819 CLARKSON RD STE 301
CHESTERFIELD, MO 63017

RE UNIVERSAL TRUCKING BENEFITS ASSOCIATION, INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND THE ARTICLES OF AMENDMENT FOR THE ABOVE NAMED CORPORATION.

FEES IN THIS CONNECTION HAVE BEEN RECEIVED AND CREDITED.

THE ENCLOSED DOCUMENT MUST BE RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY IN WHICH THE REGISTERED OFFICE OF THE CORPORATION IS LOCATED.

SINCERELY YOURS,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

JW:CD

NATIONAL ADMINISTRATION COMPANY, INC.

1819 CLARKSON ROAD, SUITE 301
CHESTERFIELD, MO 63017

ROYAL BANKS OF MISSOURI

SAINT LOUIS, MISSOURI
MEMBER FDIC
80-143/810

008952

5/11/2004

PAY TO THE
ORDER OF Secretary of State

**50.00

Fifty and 00/100***** DOLLARS

Secretary of State
Department of Business Services
Springfield, IL 62756

MEMO Art of Amend - Nat'l Assn of Web Users

Glenn K. Barker

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW.

⑈008952⑈ ⑆081001439⑆ 00475661⑈01

NATIONAL ADMINISTRATION COMPANY, INC.

008952

008952



National Administration Company, Inc.

May 17, 2004

Madison County Recorder of Deeds
PO Box 308
Edwardsville, IL 62025

RE: Universal Trucking Benefits Association, Inc. (formerly National Association of Web Users, N6147-705-5)

To whom it may concern:

The purpose of this letter is to file the enclosed Articles of Amendment in the office of the Recorder of Deeds.

Enclosed is our check #8983 in the amount of \$18.00 which represents payment for this filing. Also enclosed is an envelope to return the original documents after they have been filed.

If you have any questions regarding this matter, please do not hesitate to contact me at 1-800-992-8044.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rachel DiFulvio".

Rachel DiFulvio

/rd
Enclosures

NATIONAL ADMINISTRATION COMPANY, INC.

1819 CLARKSON ROAD, SUITE 301
CHESTERFIELD, MO 63017

ROYAL BANKS OF MISSOURI

SAINT LOUIS, MISSOURI
MEMBER FDIC
80-143/810

008983

5/17/2004

PAY TO THE
ORDER OF

Madison County Recorder of Deeds

**18.00

Eighteen and 00/100*****

DOLLARS

Madison County Recorder of Deeds
P O Box 308
Edwardsville, IL 62025

MEMO Universal Trucking Benefits Assn

John A. Becker

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW.

008983 0081001439 0047566101

NATIONAL ADMINISTRATION COMPANY, INC.

008983

(NL147-705-5)

008983

4636 2737

2004R11068

STATE OF ILLINOIS
MADISON COUNTY
FILED FOR RECORD IN
THE RECORDERS OFFICE

03-02-2004 10:16:27 A

DANIEL R. DONOHOO
RECORDER

DOC. FEE: 20.00
PAGES: 6

File Number 6147-705-5

ent
Inti NAC

State of Illinois
Office of
The Secretary of State

Whereas,

ARTICLES OF INCORPORATION OF
NATIONAL ASSOCIATION OF WEB USERS

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
GENERAL NOT FOR PROFIT CORPORATION ACT OF ILLINOIS, IN FORCE
JANUARY 1, A.D. 1987.

20⁰⁰ pack #8602

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 1ST day of FEBRUARY A.D. 2001 and of the Independence of the United States the two hundred and 25TH .



Jesse White

Secretary of State

FILED
http://www.sos.state.il.us

FEB 01 2001

JESSE WHITE
SECRETARY OF STATE

TO: JESSE WHITE, Secretary of State

ARTICLES OF INCORPORATION

SUBMIT IN DUPLICATE

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

DO NOT SEND CASH

4636 Write in This Space

Date 2-1-01

Filing Fee \$50

Approved

PAID

FEB 01 2001

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986," the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

Article 1. The name of the corporation is: National Association of Web Users

Article 2. The name and address of the initial registered agent and registered office are:

Registered Agent CT CORPORATION SYSTEM
First Name Middle Name Last Name
Registered Office 208 S. LASALLE
Number Street (Do not use P.O. Box)
CHICAGO IL 60604 COOK
City ZIP Code County

Article 3. The first Board of Directors shall be 3 in number, their names and residential addresses being as follows: (Not less than three)

| Director's Names | Number | Street | Address City | State |
|------------------|--------|----------------------|--------------------|-------|
| Gary Johnston | 2544 | Christopher Oaks Ct. | St. Louis, MO | 63129 |
| Karen Boeker | 13 | Bordeaux Place | Lake St. Louis, MO | 63367 |
| Tracy MacIntosh | 2720 | Sunny Meadows Dr. | St. Charles, MO | 63303 |

Article 4. The purposes for which the corporation is organized are:

Educational

Is this corporation a Condominium Association as established under the Condominium Property Act?
☐ Yes ☒ No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? ☐ Yes ☒ No (Check one)

Is this a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? ☐ Yes ☒ No

Article 5. Other provisions (please use separate page):

6147-7055

381-31

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated January, 2001
(Month & Day) (Year)

SIGNATURES AND NAMES

1. [Signature]
Signature Gary Johnston
Name (please print)
2. [Signature]
Signature Karen Boeker
Name (please print)
3. _____
Signature _____
Name (please print)
4. _____
Signature _____
Name (please print)
5. _____
Signature _____
Name (please print)

POST OFFICE ADDRESS

1. 2544 Christopher Oaks Ct.
Street St. Louis, MO 63129
City/Town State ZIP
2. 13 Bordeaux Place
Street Lake St. Louis, MO 63367
City/Town State ZIP
3. _____
Street _____
City/Town State ZIP
4. _____
Street _____
City/Town State ZIP
5. _____
Street _____
City/Town State ZIP

(Signatures must be in **BLACK INK** on original document. Carbon copied, photocopied or rubber stamped signatures may only be used on the true copy.)

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in this State, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation which is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

FOR INSERTS - USE WHITE PAPER - SIZE 8 1/2 x 11

File No. _____

FORM NFP-102.10
ARTICLES OF INCORPORATION
under the
GENERAL NOT FOR PROFIT
CORPORATION ACT
of

SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
SPRINGFIELD, ILLINOIS 62758
TELEPHONE (217) 782-9522
782-9523
(These Articles Must Be Executed and Filed
in Duplicate)

Filing Fee \$50
C-157.11



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

FEBRUARY 1, 2001

6147-705-5

NATIONAL ADMINISTRATION COMPANY, INC.
1819 CLARKSON RD STE 301
CHESTERFIELD, MO 63017

RE NATIONAL ASSOCIATION OF WEB USERS

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND THE CERTIFICATE OF INCORPORATION OF THE ABOVE NAMED CORPORATION. THE CORPORATION IS REQUIRED TO FILE AN ANNUAL REPORT EACH YEAR. BLANK FORMS WILL BE MAILED BY THIS OFFICE TO THE REGISTERED AGENT AS SHOWN BY OUR FILES APPROXIMATELY 60 DAYS PRIOR TO ITS ANNIVERSARY MONTH. (ORIGINAL DATE OF INCORPORATION).

THE REQUIRED FEE OF \$50.00 IN THIS CONNECTION HAS BEEN RECEIVED AND PLACED TO YOUR CREDIT.

THE CERTIFICATE MUST BE RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY IN WHICH THE REGISTERED OFFICE OF THE CORPORATION IS LOCATED. FOR FURTHER INFORMATION CONTACT YOUR RECORDER OF DEEDS.

CERTAIN NOT FOR PROFIT CORPORATIONS ORGANIZED AS A CHARITABLE CORPORATION ARE REQUIRED TO REGISTER WITH THE OFFICE OF THE ATTORNEY GENERAL. UPON RECEIPT OF THE ENCLOSED ARTICLES OF INCORPORATION, YOU MUST CONTACT THE CHARITABLE TRUST DIVISION, OFFICE OF THE ATTORNEY GENERAL, 100 W. RANDOLPH, 3RD FLOOR, CHICAGO, ILLINOIS 60601 TELEPHONE (312) 814-2595.

SINCERELY,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

JW:CD



0010326738

1662/0142 90 001 Page 1 of 3
2001-04-20 14:58:16
Cook County Recorder 25.50

File Number 6147-705-5

State of Illinois

Office of The Secretary of State

Whereas, ARTICLES OF INCORPORATION OF
NATIONAL ASSOCIATION OF WEB USERS
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
GENERAL NOT FOR PROFIT CORPORATION ACT OF ILLINOIS, IN FORCE
JANUARY 1, A.D. 1987.

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be
affixed the Great Seal of the State of Illinois,
at the City of Springfield, this 1ST
day of FEBRUARY A.D. 2001 and of
the Independence of the United States the two
hundred and 25TH



Jesse White

Secretary of State

5/18
P3
5/18
5/18
5/18

ARTICLES OF INCORPORATION

(Do Not Write in This Space)

http://www.sos.state.il.us

FILED

FEB 01 2001

JESSE WHITE
SECRETARY OF STATE

SUBMIT IN DUPLICATE

Payment must be made by certified check,
cashier's check, Illinois attorney's check, Illinois
C.P.A.'s check or money order, payable to "Sec-
retary of State."

DO NOT SEND CASH!

Date 2-1-01

Filing Fee \$50

Approved Be

TO: JESSE WHITE, Secretary of State

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hereby adopt the following Articles of Incorporation.Article 1. The name of the corporation is: National Association of Web Users

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Registered Agent CT CORPORATION SYSTEM
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☐ Yes ☒ No (Check one)Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal
Revenue Code of 1954? ☐ Yes ☒ No (Check one)Is this a Homeowner's Association which administers a common-interest community as defined in
subsection (c) of Section 9-102 of the code of Civil Procedure? ☐ Yes ☒ No

Article 5. Other provisions (please use separate page):

**BY-LAWS OF
"UNIVERSAL RETAIL & WHOLESALE ASSOCIATION"**

**ARTICLE I
PURPOSES**

The purpose of "UNIVERSAL RETAIL & WHOLESALE ASSOCIATION" ("association") is: "Educational" as stated in the Certificate of Incorporation; as well as any powers as are now or may hereafter be granted by the General Not-For-Profit Law of the State of Illinois.

**ARTICLE II
OFFICES**

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

**ARTICLE III
MEMBERS**

Section 1. Classes of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.
2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

Section 2. Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3. Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the State of Illinois as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Illinois as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally, by mail or through the internet, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it

appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and

3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and be members of the Association.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Illinois for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered either personally, by mail or through the internet, to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such

meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of the Board of Directors or of the committee as the case may be.

The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

ARTICLE VI OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President,

and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the

Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

ARTICLE IX CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

ARTICLE XI DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

ARTICLE XII FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

ARTICLE XIII SEAL

The Board of Directors may provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

ARTICLE XIV WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Illinois under the provisions of the Articles of

Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

ARTICLE XVI INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

ARTICLE XVII DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.